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**CITY COUNCIL AGENDA
WEDNESDAY, FEBRUARY 15, 2023
250 NORTH 5TH STREET - CITY HALL AUDITORIUM
[VIRTUAL MEETING - LIVE STREAMED](#)
BROADCAST ON CABLE CHANNEL 191
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming February 27, 2023 as National TRIO Day in the City of Grand Junction

Proclaiming February 2023 as Black History Month in the City of Grand Junction

Appointments

To the Horizon Drive Business Improvement District

Citizen Comments

Individuals may comment regarding items scheduled on the Consent Agenda and items not specifically scheduled on the agenda. This time may be used to address City Council about items that were discussed at a previous City Council Workshop.

Citizens have four options for providing Citizen Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, February 15, 2023 or 4) submitting comments [online](#) until noon on Wednesday, February 15, 2023 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Council Reports

CONSENT AGENDA

REVISED

The Consent Agenda includes items that are considered routine and will be approved by a single motion. Items on the Consent Agenda will not be discussed by City Council, unless an item is removed for individual consideration.

1. Approval of Minutes

- a. Summary of the January 30, 2023 Workshop
- b. Minutes of the February 1, 2023 Regular Meeting

2. Set Public Hearings

All ordinances require two readings. The first reading is the introduction of an ordinance and generally not discussed by City Council. Those are listed in Section 2 of the agenda. The second reading of the ordinance is a Public Hearing where public comment is taken. Those are listed below.

- a. Quasi-judicial
 - i. Introduction of an Ordinance Leasing City Property to Gray Media Group and Setting a Public Hearing for March 1, 2023
 - ii. Introduction of an Ordinance Amending the Description and Inclusion of Certain Property in the DDA Boundary and Setting a Public Hearing for March 1, 2023
- b. Legislative
 - i. Introduction of an Ordinance Authorizing a Supplemental Appropriation for American Recovery Plan Act (ARPA) Grant Awards and Setting a Public Hearing for March 1, 2023

3. Agreements

- a. Spring Cleanup - Clifton Pickup - Intergovernmental Agreement Between the City of Grand Junction and Mesa County

4. Procurements

- a. Authorize Change Order #2 with Burns & McDonnell Engineering Company, Inc. for the Persigo Wastewater Treatment Plant Phase 1 Expansion Project
- b. Contract with Redi Services, LLC for Biosolids Hauling
- c. Contract for Aggregate Road Material for 2023 Chip Seal Program

5. Resolutions

- a. A Resolution Accepting the Source of Sales Tax Study
- b. A Resolution Approving the Election Judges and Compensation for the City of Grand Junction Regular Municipal Election to be Held on April 4, 2023
- c. A Resolution Designating the Plaza Urrutia Fronton (Basque Handball Court) Located in the Southwest Corner of Canyon View Park Located at 728 24 Road in the City Register of Historic Structures, Sites and Districts

REGULAR AGENDA

If any item is removed from the Consent Agenda by City Council, it will be considered here.

6. Resolutions

- a. Authorize American Rescue Plan Act (ARPA) Grant Awards to Grand Valley Catholic Outreach and Housing Resources of Western Colorado

7. Public Hearings

- a. Quasi-judicial
 - i. An Ordinance Amending Ordinance No. 4482 for the Casas de Luz Planned Development to Adjust the Maximum Building Height for only Unit 4 from 24 Feet to 34 Feet, Located at 365 W Ridges Boulevard
 - ii. A Resolution Accepting the Petition for the Annexation of 1.45 Acres of Land and Ordinances Annexing and Zoning the Roy's RV Annexation from County RSF-R (Residential Single Family Rural) to I-1 (Light Industrial), Located at 2795 Riverside Parkway

8. Non-Scheduled Citizens & Visitors

9. Other Business

10. Adjournment



City of Grand Junction, State of Colorado

Proclamation

- Whereas,** TRIO, a collection of federally funded programs designated to prepare low-income and first-generation students (students from families whose parents do not have a four-year college degree) for college success, was founded in 1964; and
- Whereas,** TRIO refers to the first three programs of this nature that fell under the Higher Education Amendments of 1968, Upward Bound, Talent Search, and a program now known as Student Support Services; and
- Whereas,** the TRIO programs, with the help of students, staff, and community members, has grown to eight programs that help students seek higher education; and
- Whereas,** the Colorado Mesa University (CMU) TRIO programs, TRIO-SSS STEM, TRIO-SSS Regular and the newly added Upward Bound, provide opportunities and pertinent resources to assist students of all academic journeys; and
- Whereas,** the Colorado Mesa University TRIO Upward Bound program will better serve the future and current 60 low-income, first-generation students at Grand Junction and Central High Schools by empowering and encouraging them to pursue postsecondary education; and
- Whereas,** these Colorado Mesa University TRIO Student Support Services Programs served more than 270 students in the 2021-2022 academic year; and
- Whereas,** National TRIO Day is a day to celebrate its positive impact on local communities and the nation, to reflect on the importance of education, and a time to act to protect further access to higher education.

NOW, THEREFORE, I, Anna Stout, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim February 27, 2023 as

“National TRIO Day”

in the City of Grand Junction and urge all the citizens of the City to turn their attention to and increase awareness of the needs of disadvantaged young people and adults aspiring to improve their lives.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15th day of February 2023.



Mayor



City of Grand Junction, State of Colorado

Proclamation

Whereas, in 1986, President Ronald Reagan issued a Presidential Proclamation stating that “the foremost purpose of Black History Month is to make all Americans aware of this struggle for freedom and equal opportunity. ... that this month was a time ‘to celebrate the many achievements of African Americans in every field from science and the arts to politics and religion’; and

Whereas, Black History Month affords a special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation and our community; and

Whereas, such knowledge can strengthen the insight of all of our community members regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty.

NOW, THEREFORE, I, Anna Stout, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim February 2023 as

“Black History Month”

in the City of Grand Junction and urge all citizens to join in support of justice and equality for all people.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15th day of February 2023.

A handwritten signature in black ink, appearing to read "Anna Stout", written over a horizontal line.

Mayor





Grand Junction City Council

Regular Session

Item #

Meeting Date: February 15, 2023
Presented By: Amy Phillips, City Clerk
Department: City Clerk
Submitted By: Kerry Graves

Information

SUBJECT:

To the Horizon Drive Business Improvement District

RECOMMENDATION:

To appoint the interview committee's recommendation to the Horizon Drive Business Improvement District.

EXECUTIVE SUMMARY:

There is one vacancy due to a member's resignation.

BACKGROUND OR DETAILED INFORMATION:

Jay Moss resigned effective October 20, 2022.

FISCAL IMPACT:

N/A.

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendation to the Horizon Drive Business Improvement District.

Attachments

None

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY January 30, 2023

Meeting Convened: 5:30 p.m. The meeting was held in person at the Fire Department Training Room, 625 Ute Avenue, and live streamed via GoToWebinar.

City Councilmembers Present: Councilmembers Chuck McDaniel Phil Pe'a (virtual), Randall Reitz, Dennis Simpson, Mayor Pro Tem Abe Herman, and Mayor Anna Stout.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Director of Community Development Tamra Allen, Housing Manager Ashley Chambers, Finance Director Jodi Welch, Parks and Recreation Director Ken Sherbenou, Planning Supervisor Felix Landry, City Clerk Amy Phillips, and Deputy Clerk Janet Harrell

1. Discussion Topics

a. Housing Strategy Implementation Including Landbanking and ADU Production Program

Director of Community Development Tamra Allen and Housing Manager Ashley Chambers reported that staff has been collectively working with community housing partners, the housing and homeless coalitions, and other local and state agencies to advance the implementation of strategies as adopted in the Grand Junction Housing Strategy. Staff provided a brief review of the work completed to date on various adopted Housing Strategies and focused discussion on next steps for Strategies #4 and #6.

Strategy 1: Hosting monthly feedback sessions with service providers.

Strategy 1 & 13: Collaboration with United Way on Campaign to provide community education regarding homelessness.
Upcoming: Poverty Immersion Experience and Workshop, Community Book Club

Strategy 2: Pipeline Report for Affordable Units with Housing Coalition

Strategy 8: Outreach to Persons Experiencing Homelessness (PEH)
Survey
Meeting with individuals through partnership with local providers

Strategy 8 & 13: Collaboration with Chambers of Commerce, Horizon Drive District and DDA to develop Business Workshops

Strategy 9: Application Submission to DOLA for partnership project with GJHA

Strategy 1 & 8: Collaboration with County MAC and Connects team on future projects including Unhoused Needs Assessment

Strategy 7: Watching federal, state, and local opportunities to leverage and/or apply for upcoming grants and opportunities including:

- 1) HB22-1051
Encouraging local organizations to apply for Tax Credit status.
- 2) Proposition 123
Waiting for administrative procedures, limits, and guidelines to be released.

Ms. Chambers explained Housing Strategy #6 and its proposed options.

Housing Strategy #6: Allocate City Owned Land (and/or Strategically Acquire Vacant and Underutilized Properties) for Affordable and Mixed-Income Housing.

Option A: City Council as the Decision-Maker

- Managed by the City; or Board similar to Urban Trails Committee or other committees.
- Receives direction from Council; Council has final decision-making authority.
- City acquires the property.
- Properties purchased for affordable housing could go through RFP and/or purchased with specific projects in mind

Option B: A Separate Board as the Land Bank Decision-Maker

- Acquire property and utilize all options.
- Managed through a new not-for-profit or a currently established non-profit.
- Council can set up Board with specific goals/outcomes, but the new board is final decision-maker.

She noted that staff is recommending Option B: A Separate Board as the Land Bank Decision-Maker due to greatest amount of flexibility.

Discussion ensued regarding the process for setting up an appeal process, the possibility of setting up a nonprofit corporation and the funding that is needed to do so, pros and cons of each option, a land bank program, a combination of A & B, and amendments needed to the City Charter to further support Housing Strategy #6.

Council consensus was Option A which would be a project-by-project approach with a commitment to assess the process at the end of the year.

Next, Ms. Chambers continued her presentation by reporting on the general updates regarding Strategy 4, the ADU production program and incentives.

Strategy 4: Encourage Development of Accessory Dwelling Units

She reviewed the 1) the Zoning and Code Development, 2) the ADU Toolkit , 3) the ADU workshop and 4) removing the ADU Subdivided Restriction.

ADU Production Program

- Support production of Naturally Occurring Affordable Units (NOAH) due to smaller size of units
- For any ADU developer (commercial or homeowner)
- Waive Fees: Impact (Transportation, Police, Fire & Parks) and Plant Investment Fee (Persigo & City Water)
- To receive Fee waiver:
 - Agree to no STRs on property for 5 years.
 - Construct within 1 year
 - Agree to annual certification and reporting.

For Additional Incentive (Eligibility for Owner-Occupied Property only)

- Provide Fee Waiver (Consistent with above mentioned) AND an additional incentive combined and up to \$15,000.
- To receive additional incentive:
 - Provide evidence that property is owner-occupied.
 - Agree to an additional term of 2 years (7 total) that either primary or assessor units will not be used as STR.
 - Submit written evidence that the owner has a household income of more than 120% AMI
 - Agree to annual certification and reporting requirements.

Early Termination

- Potential for home to be sold or title voluntarily/involuntarily transferred or wanting to end commitments.
- An owner may terminate provided with a written agreement and pay a termination fee:
 - 20% of the Total waived Fees and/or bonus incentive; plus,
 - And additional 20% of the Waived Impact Fees for each full or incomplete year left in term.
 - To be paid at time of transfer or sale closing and/or the new owner executes a new Covenant Agreement for remaining years. Partial years will be pro-rated.

She explained that the fiscal impact of the proposed program would be:

- \$250,000 to be set aside for program out of Housing Strategy Implementation dollars from the 2022 \$1,000,000 and the 2023 additional \$502,500.
- The program could operate for a specific period of time (e.g. 24 months) or until the designated funding (currently proposed at \$250,000) is utilized.
- Resulting in support for an additional 16-26 ADUs.

Discussion ensued regarding the \$15,000 discount to households making up to 120% of the area median income, and consideration to raising the income cap to 140% or 160%, the potential impact of a proposed statewide law on local zoning regulations, potential financial impacts of the program, the use of funds collected from impact fees and other sources for future growth and maintenance of the city, as well as the need to update the capital plan. (Council will hold a future workshop after the April election to discuss the 10-year capital plan in more detail).

Final discussion centered on how the proposed program would help fund more affordable housing, the cost of the program, the income requirements for households to qualify, and the duration of the program. Consensus was to move forward with the proposal at a future council meeting.

b. Zoning and Development Code Update

Planning Supervisor Felix Landry and Clarion Associates representative Elizabeth Garvin presented the update on the code revision, reporting that all three modules of the zoning code update, and an overview memo for each module, have been posted to the project and the GJ Speaks websites for public review and comment.

The project team hosted two public input meetings to discuss the three modules. Furthermore, the code committee received access to an online version of the three modules allowing them to post comments or questions and view the same from other code committee members.

The City hired Clarion Associates to work on updating the City's Zoning and Development Regulations, Title 21 of the Grand Junction Municipal Code. This effort will work toward three primary goals:

- 1) Update the City's development regulations to better implement the City's vision and goals as described in the 2020 One Grand Junction Comprehensive Plan.
- 2) Achieve greater simplicity, efficiency, consistency, and legal effectiveness in the code language.
- 3) Identify opportunities to facilitate the development of affordable and attainable housing.

Ms. Garvin provided details on the updated code, including the project goals, changes, and a comparison of the old and new regulations. She spoke to some of the areas of the code that have been up for debate, such as undergrounding utilities, trail construction, EV chargers, parking reductions, and bike parking requirements, development procedures, zoning districts, and the landscaping ordinance.

The draft version of the updated code will be posted on March 13th and will be heard by the Planning Commission on the 28th and City Council on April 5th and 19th.

2. City Council Communication

Council discussed, the 2023 Strategic Plan process and timeline, the need to schedule the City Manager and City Attorney evaluations, the cannabis licensing process and timeline and the Orchard Mesa Pool study which was approved last September but cancelled in October.

It was decided to add the Orchard Meas Pool study to Wednesday's City Council agenda to consider reengaging with the consultant.

3. Next Workshop Topics

City Manager Caton stated that the next workshop items will be ARPA and Regulations for Cannabis Product Manufacturers on February 13th.

Adjournment

There being no further business, the Workshop adjourned at 8:28 p.m.

**GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING**

February 1, 2023

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 1st day of February 2023 at 5:30 p.m. Those present were Councilmembers Chuck McDaniel, Phil Pe'a, Randall Reitz, Dennis Simpson, Council President Pro Tem Abe Herman (virtual) and Council President Anna Stout.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Amy Phillips, Deputy City Clerk Janet Harrell, Chief of Police Matt Smith, Parks and Recreation Director Ken Sherbenou and Principal Planner Nicole Galehouse.

Council President Stout called the meeting to order and Katie King led the Pledge of Allegiance, followed by a moment of silence.

A Resolution Accepting the Petition for the Annexation of 17.42 Acres of Land and Ordinances Annexing and Zoning the Grand Valley Estates Annexation to R-12 (Residential - 12 du/ac), Located at the Northeast Corner of 31 Road and E ½ Road – Continued to March 1, 2023

Principal Planner Nicole Galehouse announced the applicant intended to request a continuance for this item.

City Attorney John Shaver explained the applicant has the right to request a continuance and Council may or may not approve the request as well as set conditions regarding a continuance. He also clarified it is a function of City Council to make decisions regarding annexations.

Applicant representative Ty Johnson of Kart Planning requested, on behalf of Grand Junction Venture, LLC, this item be continued since the Planning Commission recommended the proposed zoning be denied, which now requires an affirmative supermajority vote by Council (5 votes) to be approved, and that Council President Pro Tem Herman will not be available for the entire meeting.

Discussion included the number of people attending the meeting for this item, bifurcating the item, hearing this item first in the hope it would be concluded before Council President Pro Tem Herman needed to leave the meeting and public concern regarding the proposed zoning.

Councilmember Simpson moved and Councilmember Pe'a seconded to deny the request to continue the item. Motion failed by roll call vote.

Council President Pro Tem Herman moved and Councilmember McDaniel seconded to approve the request to continue the item to March 1, 2023. Motion carried by roll call vote.

Citizen Comments

Bruce Lohmiller spoke about how Los Angeles is housing some of their homeless population and the Orchard Mesa Pool.

Scott Beilfuss noted the City's cannabis random selection process has not been scheduled and listed some economic outcomes from the delay. He also said he supports the ADU incentive program and suggested a short-term rental policy be included in future legislation.

Katie King said she supports and volunteers for She Has a Name, a non-profit organization that works to remove teen and pre-teen girls from poverty-based prostitution in Kenya, and that this organization has also helped build community in Grand Junction through fundraisers. She announced their next fundraiser, Masquerade Valentine's Soiree, to be held at Two Rivers Winery & Chateau on February 11th.

Ann Lawrence talked about her volunteer experience with Boys and Girls Club of America in Michigan and encouraged Council to help keep the Orchard Mesa Pool open as it provides kids a positive outlet and the community needs to prioritize youth.

City Manager Report

City Manager Caton announced the February 7th start of the 24 and G Roads enhancement project. He advised G Road west of 24 Road will be closed for the duration of the project which is scheduled to be completed at the end of the year and suggested alternate routes be used.

Council Reports

Councilmember Reitz attended the Grand Junction Regional Airport Authority meeting.

Council President Stout said she will be attending the Colorado Municipal League workshop on the 15th and attends the Associated Governments of Northwest Colorado meetings. She also noted Governor Polis will be in Grand Junction to make an announcement on February 3rd and she and staff met with Colorado Department of Transportation Director Shoshana Lew regarding I-70 issues and alternate travel options.

Councilmember Simpson requested an update on scheduling for the City Manager and City Attorney evaluations which is in process.

CONSENT AGENDA

Councilmember Reitz moved and Councilmember Pe'a seconded to adopt Consent Agenda items #1 - #2. Motion carried by unanimous voice vote.

1. Approval of Minutes

- a. Summary of the January 9, 2023 Workshop
- b. Minutes of the January 18, 2023 Regular Meeting

2. Resolutions

- a. A Resolution Declaring Intent to Create Alley Improvement District No. ST-23 and Setting a Public Hearing for March 15, 2023
- b. A Resolution Approving the Notice of Election for the Regular Municipal Election April 4, 2023

REGULAR AGENDA**Resuming Design and Planning for Orchard Mesa Pool Renovation**

The Orchard Mesa Pool was originally built in 1983 as a partnership between Mesa County School District #51, who donated the land and is the owner of the facility, and Mesa County, who split the capital cost of construction with the City. The pool is nearing 40 years old, and a renovation is required.

At the January 30th Workshop, City Council expressed an interest in resuming the contract for architect & engineer services with Ohlson Lavoie Corporation (OLC) for potential design and planning of the Orchard Mesa Pool renovation which Council requested to pause in October 2022. Before pausing the design, \$41,184 had been paid toward the \$523,722 contract. Resuming the design will include evaluating different levels of renovation and associated costs. These different levels or options will be defined, ranging from identifying the most immediate needs to ensure continued short-term operation to a complete reimagining of the facility to ensure relevancy should the Community Recreation Center (CRC) be approved by voters in the April 2023 election.

Parks & Recreation Director Ken Sherbenou presented this item.

Discussion included that the goal of the study is to provide a concept design with construction/engineering documents, concern the facility/project may not be viable, concern that District #51 may not want to collaborate and/or convey the property to the City, the study could again be put "on hold" altogether or after specific phases/tasks are completed, construction costs can be sought after a specific design development option is selected, Phase I is a user/community engagement process, it has not been

determined that asbestos is an issue, the study will include the entire facility (pool, gym and ancillary rooms between the pool and gym), no repair/construction work has been authorized or budgeted for this project, if the study should proceed only if District #51 agrees to sell the property, if the project should be viewed to keep the pool open in the long term or only for short term fixes, having local contractors provide bids for repairs/construction for comparison, that contractor bids are based on design and/or engineered plans which are not yet available, and moving forward with only the engagement/design phase of the study then returning to Council for consideration of next steps.

The public comment period opened at 6:59 p.m.

The following spoke in favor of keeping the Orchard Mesa Pool open: Mariann Taigman, Marcy Mahoney Ackert, Janet Magoon, Carissa Fisher and David Bland.

The public comment period closed at 7:11 p.m.

Councilmember Reitz moved and Councilmember Pe'a seconded to authorize resuming the design and planning services specified in the contract with Ohlson Lavoie Corporation originally approved on September 7, 2022 up to an additional amount of \$162,050 for professional architectural/engineering services to plan for the renovation of the Orchard Mesa Pool Facility. Motion carried by roll call vote.

Council President Pro Tem Herman left the meeting at 7:17 p.m.

Council took a break at 7:17 p.m.

The meeting resumed at 7:27 p.m.

An Ordinance Establishing a Moratorium to Prohibit the Establishment of any New or Relocation of Existing Gaming Establishments

A new type of “gray casino” business has been operating in the City and throughout Colorado. The businesses look, feel, and operate much like Las Vegas-style casinos. The businesses use technology to operate in a gray area of the law which purports to distinguish games of skill from games of chance. Because some businesses have had criminal activities occur at or near the businesses and because of the technological complications with the investigation and prosecution of businesses/business activities as illegal gambling, the City proposed this moratorium to preclude additional businesses from opening and/or to disallow existing businesses from relocating so that the City can better understand the reason for the criminal activity that has been occurring in some locations and as appropriate, create regulatory mechanisms regarding games of skill as opposed to games of chance, with the former being legal and the latter being illegal.

City Attorney John Shaver and Chief of Police Matt Smith presented this item.

The public hearing opened at 7:33 p.m.

Tony Romero expressed concern regarding there not being provisions for a lease expiring or for a business to move during the moratorium.

The public hearing closed at 7:35 p.m.

Discussion included the moratorium may last less than 365 days and amendments may be considered.

Councilmember Simpson moved and Councilmember Pe'a seconded to adopt Ordinance No. 5125, an ordinance enacting a moratorium to prohibit the establishment of any new or relocation of existing gaming arcades or gaming uses within the City of Grand Junction; providing that the moratorium shall be in effect for a period which shall terminate at the earliest of the City's adoption of amendment(s) to 21.04.030 use-specific standards; and/or Title 9, public peace, morals and welfare of the Grand Junction Municipal Code or the expiration of 365 days from the effective date of this ordinance; providing for findings, intent and purpose; providing for definitions; and providing repealing clauses on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

Ordinances Accepting Inclusion of 905 Struthers Avenue to the Downtown Development Authority (DDA) and Downtown Business Improvement District (BID)

The owner of 905 Struthers Avenue (Property) proposed inclusion into the DDA and BID. The DDA and BID Board of Directors reviewed the request to expand the boundaries for both districts to include the Property. The Boards requested Council's approval for the expansion and to receive a portion or increment of ad valorem and sales taxes collected within the Plan area in accordance with State law, the Plan and other applicable law, rules or regulations.

City Attorney John Shaver presented this item.

The public hearing opened at 7:41 p.m.

There were no public comments.

The public hearing closed at 7:41 p.m.

Councilmember Pe'a moved and Councilmember Simpson seconded to adopt Ordinance No. 5126, an ordinance expanding the boundary of the Grand Junction Colorado Downtown Development Authority to include the property located at and known as 905 Struthers Avenue and Ordinance No. 5127, an ordinance expanding the boundary of and including property located at and known as 905 Struthers Avenue into the Downtown Grand Junction Business Improvement District on final passage and

ordered final publications in pamphlet form. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting adjourned at 7:42 p.m.

Amy Phillips, CMC
City Clerk





Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: February 15, 2023
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: John Shaver

Information

SUBJECT:

Introduction of an Ordinance Leasing City Property to Gray Media Group and Setting a Public Hearing for March 1, 2023

RECOMMENDATION:

Approve proposed ordinance authorizing assignment of a lease of certain City-owned land to Gray Media Group.

EXECUTIVE SUMMARY:

This action is consideration of an Ordinance to approve an assignment of a lease of certain City-owned land to Gray Media Group.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction (City) owns property on Grand Mesa and has for many years leased a portion of the land for use as a television and radio transmitting site. The City has had a long-standing relationship with Pikes Peak Television Inc. In late 2008 the City and Pikes Peak Television entered a 10-year lease ("Lease"). In 2019, with the City's consent, Pikes Peak assigned a portion of the leased premises to Chang Media Group. That assignment was part of an initiative to support female and minority-owned broadcasters. At the time of the partial assignment, Pikes Peak's records show that it sent a letter to the City notifying it that Gray Media was a successor in interest to Pikes Peak Television Inc. and that Gray intended to exercise an option provided in the Lease for another 10-year term. The City did not receive that letter. Gray paid the annual Lease payments and, notwithstanding the Lease not being in its name, Gray performed consistent with the City's expectations as provided in the Lease.

By and with this Ordinance, the City Council acknowledges the Lease and transfers the

same to Gray Media Group Inc. and substitutes Gray Media Group Inc. for Pikes Peak Television Inc.

FISCAL IMPACT:

Lease revenue is \$5,101.70 annually for five years and then is inflated 10% for the next five years.

SUGGESTED MOTION:

Approve proposed ordinance on first reading, pass for publication in pamphlet form and set a public hearing for March 1, 2023.

Attachments

1. ORD-KJCT Lease Novation 020323
2. Lease Agreement

ORDINANCE NO. _____

AN ORDINANCE TRANSFERRING, AUTHORIZING AND SUBSTITUTING THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF GRAND JUNCTION AND PIKES PEAK TELEVISION INC. TO GRAY MEDIA GROUP INC. FOR USE OF CERTAIN CITY LAND AND RATIFYING ALL ACTIONS HERETOFORE TAKEN AND IN CONNECTION THEREWITH

Recitals:

The City of Grand Junction (City) owns property on Grand Mesa and has for many years leased a portion of the land for use as a television and radio transmitting site. The City has had a long-standing relationship with Pikes Peak Television Inc. In late 2008 the City and Pikes Peak Television entered a ten-year lease ("Lease"). In 2019, with the City's consent, Pikes Peak assigned a portion of the leased premises to Chang Media Group. That assignment was part of an initiative to support female and minority owned broadcasters.

At the time of the partial assignment Pikes Peak's records show that it sent a letter to the City notifying it that Gray Media was a successor in interest to Pikes Peak Television Inc. and that Gray intended to exercise an option provided in the Lease for another ten-year term. The City did not receive that letter. Gray has paid the annual Lease payments and notwithstanding the Lease not being in its name Gray performed consistent with the City's expectations as provided in the Lease.

By and with this Ordinance the City Council acknowledges the Lease and transfers the same to Gray Media Group Inc. and substitutes Gray Media Group Inc. for Pikes Peak Television Inc.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO AS FOLLOWS:

1. The foregoing Recitals are incorporated and adopted and in accordance with and pursuant to this Ordinance the City Council of the City of Grand Junction, Colorado hereby transfers, authorizes, substitutes and confirms the Lease, and the making of, and amendment(s) to the same, including naming Gray Television Group Inc. as the tenant and to the extent necessary or required confirming the use by Chang Media of approximately 200 square feet of the leased premises; and,
2. All actions heretofore taken by the officers, employees and agents of the City relating to the Lease described or referred to herein and which actions are consistent with the provisions hereof are hereby ratified, approved, and confirmed; and,
3. The Pikes Peak Television Inc. Lease in the form attached hereto is hereby approved. The City Manager and the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions thereof, to affect the intent and purposes hereof.

4. If any part or provision of this Ordinance or the application thereof to any person or circumstance(s) is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

5. The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the lawful objectives sought to be obtained.

INTRODUCED ON FIRST READING, PASSED for publication in pamphlet form and setting a hearing for ____ 2023, this 15th day of February 2023 by the City Council of the City of Grand Junction, Colorado.

HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in pamphlet form this ____ day of ____ 2023.

Anna M. Stout
President of the City Council

Attest:

Amy Phillips
City Clerk

LEASE AGREEMENT

THIS Lease Agreement ("Lease") is made and entered into as of this 12th day of ~~November~~, 2008, by and between the **City of Grand Junction**, a Colorado home rule municipality, 250 N. 5th Street, Grand Junction, CO, 81501 ("Landlord" or "City") and **Pikes Peak Television, Inc.**, 8 Foresight Circle, Grand Junction, CO 81505 ("Tenant").

Recitals

A. The City is the owner of certain real property in the County of Mesa, State of Colorado, as described on **Exhibit A**, attached hereto and incorporated herein by reference. Said real property, together with the access road for ingress, egress and utilities purposes described on said **Exhibit A**, are hereinafter collectively referred to as "the Property".

B. The Property has been used, leased and occupied without cessation by various entities since 1978 as a television and radio broadcast transmitting site. Tenant presently owns and operates the television and radio transmitting tower, transmission building and associated equipment, cable and facilities (collectively, "Tenant's Property") located on, along, over and upon the Property and desires to lease the Property from the City for the sole purposes of operating, maintaining and repairing Tenant's Property and related appurtenances.

C. The City has agreed to lease the Property to Tenant and Tenant has agreed to lease the Property from the City, pursuant to the terms, covenants and conditions of this Lease.

NOW, THEREFORE, in consideration of the recitals above and the terms, covenants, conditions and restrictions contained herein, the parties agree as follows:

1. Grant of Lease. The City hereby leases the Property to Tenant and Tenant hereby accepts and leases the Property from the City, for the term stated in Section 3 and subject to each and every other term, covenant, condition and restriction stated in this Lease.

2. Reservations from Lease. The City retains and reserves unto itself:

a. all oil, gas, coal and other minerals and mineral rights underlying and/or appurtenant to the Property;

b. all water and water rights, ditches and ditch rights, appurtenant to and/or connected with the Property, including, but not limited to, any water and/or water rights which may have been previously used on or in connection with the Property, for whatever purposes;

c. all rights to grant, sell, bargain and convey ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements; and

d. the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for any conveyance in lieu of condemnation. Tenant hereby assigns and transfers to the City any claim it may have to compensation for damages as a result of any condemnation, except for compensation for damages of Tenant's Property actually so taken.

The City may exercise its rights with respect to the property interests so reserved so long as the exercise of those rights does not unreasonably interfere with Tenant's use and quiet enjoyment of the Property for the purposes set forth in this Lease.

3. Term of Lease. The term of this Lease shall be for a period of ten (10) years (the "Basic Term"), commencing on January 1, 2009 (the "Commencement Date") and continuing through December 31, 2019, on which date this Lease shall expire unless this Lease is extended pursuant to the provisions of Section 4 or unless this Lease is otherwise terminated as herein provided. The term "Lease Year" shall mean a period of twelve (12) successive calendar months following each anniversary of the Commencement Date.

4. Option to Extend Lease. If Tenant performs as required pursuant to this Lease, the City hereby gives and grants to Tenant an option to extend this Lease for four (4) additional ten (10) year period(s) (each, an "Extension Term"). If this Lease is extended for an Extension Term, the Extension Term shall be upon the same terms and conditions of this Lease or upon other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Tenant's option for an Extension Term, Tenant shall give written notice to the City of Tenant's desire and intention to exercise Tenant's option to extend not less than ninety (90) days prior to the expiration of the Basic Term or the then existing Extension Term, as appropriate.

5. Lease Amount. Tenant agrees to pay to the City, at the address of the City as set forth in Section 16.2 or at such other address as the City may from time to time designate in writing, an annual Lease payment for the use of the Property as set forth herein.

5.1 The annual Lease payment for the first five (5) Lease Years during the Basic Term shall be in the amount of Four Thousand Two Hundred Sixteen and 28/100 Dollars (\$4,216.28), and for each of the next five (5) Lease Years of the Basic Term the annual Lease payment shall be in the amount of Four Thousand Six Hundred Thirty-Seven and 91/100 Dollars (\$4,637.91). The annual Lease payment for the first five (5) Lease Years during an Extension Term shall be ten percent (10%) greater than the annual Lease payment during the immediately preceding five Lease Years and the annual Lease payment during the last five (5) years of an Extension Term shall be ten percent (10%) greater than the annual Lease payment during the first five (5) years of such Extension Term.

5.2 All Lease payments shall be due and payable on or before January 1 of each Lease Year without demand by the City. In the event Lease payments are not received on or before January 10 of each Lease Year, Tenant agrees to pay a late charge of \$100.00 for each and every day following January 1 of each Lease Year, which late charge shall be added to the amount of lease payment due. This Lease, at the option of the City, shall automatically terminate, and the City may immediately retake possession of the Property, if the specified Lease payments are not received by the City on or before January 30 of each Lease Year.

6. Use and Condition of Property.

6.1 During the Basic Term and any Extension Term of this Lease, Tenant agrees to use the Property solely for the purpose of installing, constructing, operating and maintaining television, radio, cable, microwave, telephone and cellular broadcast, transmission and retrieval equipment and appurtenances related thereto. Tenant's use and occupancy of the Property shall be subject to the rules, rulings and regulations of any governmental authority having jurisdiction over Tenant or the Property, either now in effect or hereinafter enacted, including, but not limited

to, the Federal Communications Commission ("FCC"), the State of Colorado and the County of Mesa. Tenant shall not use or permit the Property to be used for any other purpose or in any manner contrary to the laws, ordinances or regulations of any such governmental authority.

- 6.2** Prior to the installation or construction of additional facilities and/or improvements upon the Property, Tenant shall obtain the City's written approval of all plans for additional facilities and/or improvements to be constructed upon the Property by Tenant, which approval shall not be unreasonably withheld, conditioned or delayed. Such additional facilities and/or improvements shall become part of Tenant's Property. It is the City's desire that the Property and the improvements to be installed thereon by Tenant will be reasonably compatible with the landscape of the City's adjacent property. To this end, Tenant agrees to comply with all reasonable requirements with the City may impose on Tenant, including, but not limited to, colorings and aesthetics for equipment and facilities (except as required by the FCC or the FAA), transmitters, landscape improvements, building materials and fencing materials. If, for whatever reason, the City does not approve of Tenant's plans, Tenant may terminate this Lease. In such event, Tenant shall vacate the Property in accordance with the provisions of Section 19 of this Lease.
- 6.3** Tenant shall not commit nor permit waste, damage or injury to the Property.
- 6.4** Tenant's use of the access road is non-exclusive. The City shall have the joint right to use said access road and the City may further authorize third parties to use said access road. Should Tenant ever be denied access to the Property by any person or entity holding rights to the access roads and such denial of access continues for more than ten (10) consecutive days, Tenant shall have the right to terminate this Lease upon written notice to the City.
- 6.5** Subject to Section 6.6. below, Tenant shall maintain and repair all aspects of the Property at Tenant's sole cost and expenses, including but not limited to, fences, security devices, the appearance and structural integrity of any improvements and landscaping, in good order, good appearance, condition and repair and in a clean, sanitary, orderly and safe condition. The City shall not be obligated nor required to repair damages to any portion or aspect of the Property, nor to provide access, even if such damages are caused by or result from operations occurring on adjacent lands owned by the City, unless such damages are caused by the City and not covered by insurance maintained by Tenant. Subject to Force Majeure Events (as defined in Section 19 below), if Tenant refuses or neglects to commence repairs or perform maintenance work required under the terms hereof to be performed or paid for by the Tenant within thirty (30) days after written demand by the City or any other governmental authority, or fails to complete such repairs or perform such maintenance within a reasonable time thereafter, the City may enter upon the Property and make such repairs or perform such maintenance without liability to the Tenant's operations by reasons thereof, and if the City makes such repairs or performs such maintenance, Tenant shall pay to the City, on demand, as additional rent, the cost thereof with interest at the rate of fifteen percent (15%) per annum from the date of payment by the City for such repairs or maintenance work until paid in full by the Tenant. Any repairs made or maintenance performed by Tenant or the City, subject to Force Majeure Events, shall be completed expeditiously.

6.6 Tenant has inspected the Property and accepts the Property in its present condition. Tenant agrees that the condition of the Property is sufficient for the purposes of the Tenant. If the Property deteriorates or is damaged due to fire, flood, or other casualty not caused by the City, to the extent where it is no longer functional for the purposes of the Tenant, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at the Tenant's own risk, provided, however, that in the event the Property is damaged or deteriorates to the extent where it is no longer functional for the purposes of the Tenant, the Tenant may, at its option, terminate this Lease by giving notice to the City that this Lease is to be terminated. Termination shall be effective thirty (30) days following the date of the notice of termination.

6.7 The City makes no representations or warranties regarding any hazardous, toxic or regulated substances on, under or about the Property, except to the extent that the City states that it has not deposited or cause to be deposited on, under or about the Property any hazardous, toxic or regulated substances.

7. Additional Fees and Charges. In addition to making Lease payments, Tenant shall arrange and pay for, when due:

7.1 all costs and expenses, including but not limited to, deposits, user fees, interest and penalties, for utilities furnished to the Property, including but not limited to, all electricity, natural gas, water, sewer, cable and telephone services, trash and recyclables disposal;

7.2 all general real property and personal property taxes and all special assessments of any kind levied against the Property during the term of this Lease.

8. Insurance. Tenant shall purchase and at all times maintain in effect commercial general liability which will protect the City, its officers, employees and agents from liability in the event of loss of life, personal injury or property damage, suffered by any person or persons on, about or using the Property, including Tenant and employees, agents, licensees and guests of Tenant. Such insurance policy shall have terms and amounts approved by the Risk Manager of the City. Such insurance shall not be cancellable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of One Million Dollars (\$1,000,000.00), combined single limit. The certificate of insurance must be deposited with the City and must designate "the City of Grand Junction, its officers, employees and agents" as additional insureds. If a policy approved by the Risk Manager of the City is not at all times in full force and effect, this Lease shall automatically terminate.

9. Nonliability of the City for Damage.

9.1 The City shall not be liable for liability or damage claims for injury to persons or property, including property of Tenant, from any cause relating to the occupancy and use of the Property by Tenant, including those arising out of damages or losses occurring on areas adjacent to the Property or easements used for the benefit of the Property during the term of this Lease or any extension thereof nor for any injury or damage to any property of Tenant, unless such liability or damage is caused by the willful misconduct of the City and is not covered by the insurance to be maintained by Tenant under this Lease or any insurance maintained by Tenant. Tenant shall indemnify the City, its officers, employees and agents, and hold the City, its officers, employees and agents, from all

liability, loss or other damage claims or obligations resulting from any injuries, including death, or losses of any nature caused by Tenant or its employees and agents.

- 9.2 The City shall not be liable to Tenant for any damages or any loss of profits or loss of opportunities claimed by Tenant or for interruption of Tenant's business or operations resulting from fire, the elements, casualty of any kind or the temporary closure of any public highway providing access to and from the Property.

10. Modifications, Alterations or Additions. No modifications, alterations or additions of improvements upon the Property, shall be performed by Tenant without the express written consent of the City first being obtained, which consent shall not be unreasonably withheld, conditioned or delayed.

11. Pledges. Tenant shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security its interest in any of the Property, without the express written consent of the City first being obtained, which consent shall not be unreasonably withheld, conditioned or delayed.

12. Hazardous Substances.

12.1 The term "Hazardous Substances", as used in this Agreement, shall mean any substance which is:

- a. defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority;
- b. a petroleum hydrocarbon, including but not limited to, crude oil or any fraction thereof, hazardous, toxic or reproductive toxicant;
- c. regulated pursuant to any law;
- d. any pesticide or herbicide regulated under state or federal law.

The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, applicable to Tenant or the Property and pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

12.2 Tenant shall not cause or permit to occur by Tenant and/or Tenant's agents, guests, invitees, contractors, licensees or employees:

- a. any violation of any Environmental Law on, under or about the Property or arising from Tenant's use and occupancy of the Property, including but not limited to, air, soil and groundwater conditions; or
- b. the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous

Substance, in violation of any Environmental Law, either now in force or hereinafter enacted.

13. Environmental Clean-Up.

13.1 The following provisions shall be applicable to Tenant and to Tenant's agents, guests, invitees, contractors, licensees and employees with respect to the Property:

- a. Tenant shall, at Tenant's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances;
- b. Tenant shall, at Tenant's sole cost and expense, make all submissions to provide all information required by and/or comply with all requirements of all governmental authorities ("the Authorities") under Environmental Laws and other applicable laws.
- c. Should any Authority or the City demand that a clean-up be prepared and that a clean-up be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances by Tenant on, under or about the Property, Tenant shall, at Tenant's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Tenant shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.
- d. Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by any Authority. If Tenant fails to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Tenant's behalf and in such case, Tenant shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Tenant's obligations hereunder.
- e. Tenant's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

13.2 Tenant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances on or from the Property and the violation of any Environmental Law and other applicable law by Tenant and/or Tenant's agents, guests, invitees, contractors, licensees and employees that occur with respect to the Property during the term of this Lease or any extension thereof, or from Tenant's failure to provide all information, make all submissions, and take all actions required by all Authorities

under the Environmental Laws and other applicable laws. Tenant's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

14. Default, Sublet, Termination, Assignment.

14.1 Should Tenant:

- a. default in the performance of its agreements or obligations herein and any such default continue for a period of ninety (90) days after written notice thereof is given by the City to Tenant; or
- b. abandon or vacate the Property; or
- c. be declared bankrupt, insolvent, make a general assignment for the benefit of creditors, or if a receiver is appointed, for all or substantially all of Tenant's assets;

the City, at the City's option, may cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction in whole or in part of any claim or demand arising out of or connected with any breach or violation by Tenant of any covenant or agreement to be performed by Tenant. Upon reentry, the City may remove the property and personnel of Tenant and store Tenant's property in a warehouse or at a place selected by the City, at the expense of Tenant and without liability to the City. Any such reentry shall not work as forfeiture of nor shall it terminate the rent(s) to be paid or the covenants and agreements to be performed by Tenant for the full term of this Lease; and upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Tenant with the rent obtained after deducting the costs reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion or any other rights or remedies which the City may have against Tenant, including but not limited to, the right of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

14.2 Except as otherwise provided for (automatic and immediate termination), if Tenant is in default in the performance of any term or condition of this Lease Agreement, the City may, at its option, terminate this Lease upon giving ninety (90) days written notice. If the Tenant fails within any such ninety (90) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Tenant remedies such default, Tenant shall not thereafter have the right of ninety (90) days (to remedy) with respect to a similar subsequent default, but rather, Tenant's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City.

14.3 Tenant shall not assign or sublease the Property, or any right or privilege connected therewith, or allow any other person, except officers, employees and agents of Tenant, to occupy the Property or any part thereof without first obtaining the written consent of the City, which consent must be approved and ratified by the City Council of the City, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of an assignment of this Lease or

sublease, Tenant shall not be released from its obligations and duties under this Lease and this Lease shall remain in full force and effect. Any consent by the City shall not be a consent to a subsequent assignment, sublease or occupation by any other party. Any unauthorized assignment, sublease or permission to occupy by Tenant shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Tenant in this Lease is not assignable by operation of law without the formal approval and ratification by the City Council of the City. Notwithstanding anything in this Section to the contrary, Tenant shall have the right, without the City's consent, to assign this Lease or sublet the Property or portions thereof to any entity that is controlled by Tenant, is under common control with Tenant or which controls Tenant. Upon written consent from the City, which consent shall not be unreasonably withheld or delayed, Tenant may lease space on the tower and in the transmitter building for the receiving and/or transmitting of radio, television, cable, microwave and cellular signals.

- 14.4** This Lease is not intended to and shall in no way preclude the City from actively marketing the Property for sale or exchange, whether through the efforts of the City, a real estate broker or any other person, nor shall this Lease prevent the City from selling, exchanging or conveying the Property to any other party; provided, however, that in the event any such sale, exchange or conveyance is made during the term of this Lease, such sale, exchange or conveyance shall be made subject to Tenant's leasehold interest in the Property. In the event of the voluntary or involuntary transfer of the City's interest in the Property, Tenant will attorn to the transferee of, or successor to, the City's interest in the Property, and recognize such transferee or successor as Landlord under this Lease if such transferee agrees to assume and perform the City's obligations under this Lease that accrue from and after the date of the transfer.

15. Fees or Commissions. The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. The City and Tenant agree to defend, indemnify and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of this Lease.

16. Notices.

- 16.1** All notices to be given with respect to this Lease shall be writing delivered either by United States mail or Express mail, postage prepaid, or by facsimile transmission, personally by hand or courier service, as follows:

To the City: City of Grand Junction
Attn: John Shaver, City Attorney
250 N. 5th Street
Grand Junction, CO 81501-2668
Fax: 970-244-1456

To Tenant: KJCT News 8
c/o Kristy Santiago, General Manager
8 Foresight Circle
Grand Junction, CO 81505
Fax: 970-245-8249

All notices shall be deemed given:

- a. if sent by mail, when deposited in the mail;
- b. if delivered by hand or courier service, when delivered; or
- c. if transmitted by facsimile, when transmitted.

The parties may, by notice as provided above, designate a different address to which notice shall be given.

- 16.2** All Lease payments paid by Tenant to the City shall be delivered by mail or by personal delivery to:

City of Grand Junction Finance Department
Accounts Receivable Department
250 North 5th Street
Grand Junction, CO 81501-2668

All rental payments deposited by Tenant shall be clearly marked "Pikes Peak Television Broadcasting Lease."

17. Not a Partnership. It is expressly agreed between the parties that this Agreement is one of lease and not of partnership and that the City shall not be or become responsible for any debts contracted or incurred by Tenant. Tenant shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Tenant or sustained in connection with Tenant's performance of the terms and conditions of this Agreement or the conditions created thereby, or based upon any violation by Tenant, any statute, ordinance, code or regulation, either now in force or hereafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Tenant shall also save, indemnify and hold the City, its officers, employees and agents harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Tenant.

18. Enforcement, Partial Invalidity, Governing Law.

- 18.1** In the event either party files any action to enforce any agreement contained in this Lease, or for breach of any covenant or condition herein contained, the party prevailing shall be entitled to receive, by judgment of the court from the other party, reasonable attorney's fees, plus the costs or fees of any experts, incurred in such action.
- 18.2** The invalidity of any portion of this Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Lease Agreement is held to be invalid, the remaining provisions shall be deemed in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.
- 18.3** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained in this Agreement shall be in Mesa County, Colorado.

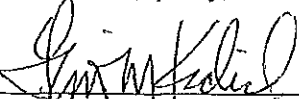
19. **Surrender, Holding Over.** Tenant shall, upon the expiration or termination of this Lease, surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. Upon the expiration or termination of this Lease, Tenant shall remove within thirty (30) days after the last day of the Lease Term, any or all of Tenant's Property, as Tenant elects in a notice to the City. Upon the removal of any of Tenant's Property, Tenant shall restore and re-seed that part of the Property disturbed by such removal as soon as possible. It is agreed that the 30-day period for the removal of Tenant's Property shall be extended by any period that the Property is inaccessible for such purpose due to snow, adverse weather conditions, fire and other matters beyond Tenant's reasonable control (each, a "Force Majeure Event"). In the event Tenant fails to vacate and surrender the Property as provided in this Section, Tenant agrees that Tenant shall pay to the City the sum of \$100.00 per day for each and every day thereafter until Tenant has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Tenant fails to vacate and surrender the Property upon the expiration or termination of this Lease and that said \$100.00 daily fee is an appropriate liquidated damages amount.

20. **Total Agreement; Applicable to Successors.** This Lease contains the entire agreement between the parties and, except for automatic expiration or termination, cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

IN WITNESS WHEREOF, the parties have each executed this Lease Agreement dated the day and year first above written.

LANDLORD:

CITY OF GRAND JUNCTION, a Colorado home rule municipality,

By: 
Laurie M. Kadrach, City Manager

ATTEST:

By: 
City Clerk


Date: 11/10/08

TENANT:

PIKES PEAK TELEVISION, INC., a Missouri corporation

By: 
Lyle Leimkuhler, Vice President

ATTEST:

By: 

Date: 11/12/08



EXHIBIT A

A 5 acre parcel of land surrounding the following described latitude and longitude point situate in the Northeast quarter of Section 32, Township 11 South, in Range 97 West of the Sixth Principal Meridian, Mesa County, Colorado:

North Latitude - 39° 02' 55"
West Longitude - 108° 15' 06"

Said 5 acre parcel of land is specifically described as follows:

Beginning at the Northeast corner of said parcel from when U.S.G.L.O. Monument set for East quarter corner of said Section 32 bears South 48° 28' 02" East 720.01 feet, with all bearings herein being relative to a solar observation of true North; thence North 90° 00' 00" West 466.69 feet; thence South 00° 00' 00" East 466.69 feet; thence South 90° 00' 00" East 466.69 feet; thence North 00° 00' 00" East 466.69 feet, containing 5.00 acres, more or less.

Said 5 acre parcel above described is located in Section 32 as shown on U.S. Department of the Interior Geological Survey Map – Palisade, Colo. N3900 – W10815/7.5 – 1962 – AMS 4362 111SE – Series V877.

The transmitting tower is located at the above referenced North latitude and West longitude point.



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: February 15, 2023
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: John Shaver

Information

SUBJECT:

Introduction of an Ordinance Amending the Description and Inclusion of Certain Property in the DDA Boundary and Setting a Public Hearing for March 1, 2023

RECOMMENDATION:

Pass proposed ordinance for publication in pamphlet form on first reading and set a second reading and public hearing on March 1, 2023.

EXECUTIVE SUMMARY:

The Mesa County Assessor has recently determined that certain portions of certain alleys, streets and rights of way ("Property" as described in the Ordinance) were not fully described in the legal descriptions of the land when it was included in the DDA. The discrepancies in the legal descriptions are insubstantial; however, it is important that the legal descriptions be amended by and with this Ordinance so that the Property is, and shall be, fully described and included in the DDA area.

BACKGROUND OR DETAILED INFORMATION:

In 2011 and 2017, specified land areas were by ordinance duly and lawfully included in the DDA area. Recently, the Mesa County Assessor determined that certain portions of certain alleys, streets and rights of way ("Property") were not fully described in the legal descriptions of the included land. The discrepancies in the legal descriptions are insubstantial. However, it is important that the legal descriptions be amended by and with this Ordinance so that the Property is, and shall be, fully described and included in the DDA area. Since the inclusions in 2011 and 2017 the Property has been sold and pursuant to C.R.S. 31-25-822 and the Authority's Plan, the Property owner, DR Land LLC, and DR Townhomes LLC ("Owners") have assented to inclusion of the Property into the Authority's boundary.

FISCAL IMPACT:

The adoption of the Ordinance will assure the full and proper assessment and collection of the DDA mill levy and Tax Increment Financing on the described property.

SUGGESTED MOTION:

I move to pass and adopt proposed ordinance on first reading, set a second reading and public hearing on March 1, 2023 and publish the Ordinance in pamphlet form.

Attachments

- 1. DDA Legal & Exhibit signed (1)
- 2. ORD-DDA Inclusion Correction 020223

DDA Parcel Description

A Parcel of land located in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section 22, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado being more particularly described as follows.

That portion of Lots 1 and 2, RIVERFRONT AT DOS RIOS FILING 5 same as recorded at Reception Number 3034050, Lot 8, RIVERFRONT AT DOS RIOS FILING 3 same as recorded at Reception Number 2942736, Hale Avenue as dedicated on O'BOYLES SUB-DIVISION same as recorded at Reception Number 61369 and said RIVERFRONT AT DOES RIOS FILING 3 and Lawrence Avenue as dedicated on said O'BOYLES SUB-DIVISION, said RIVERFRONT AT DOS RIOS FILING 3 and RIVERFRONT AT DOS RIOS FILING 4 same as recorded at Reception Number 2982694 not included in the parcels described in the following: Ordinance 3008 same as recorded at Reception Number 2567457, Ordinance 4756 same as recorded at Reception Number 2803505 and Ordinance 4461 same as recorded at Reception Number 2569961.

Containing 68,176 Square Feet more or less.

Legal Description & Exhibit prepared by
Renee B. Parent
City Surveyor, City of Grand Junction
333 West Avenue, Building C
City of Grand Junction, CO
970256-4003



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

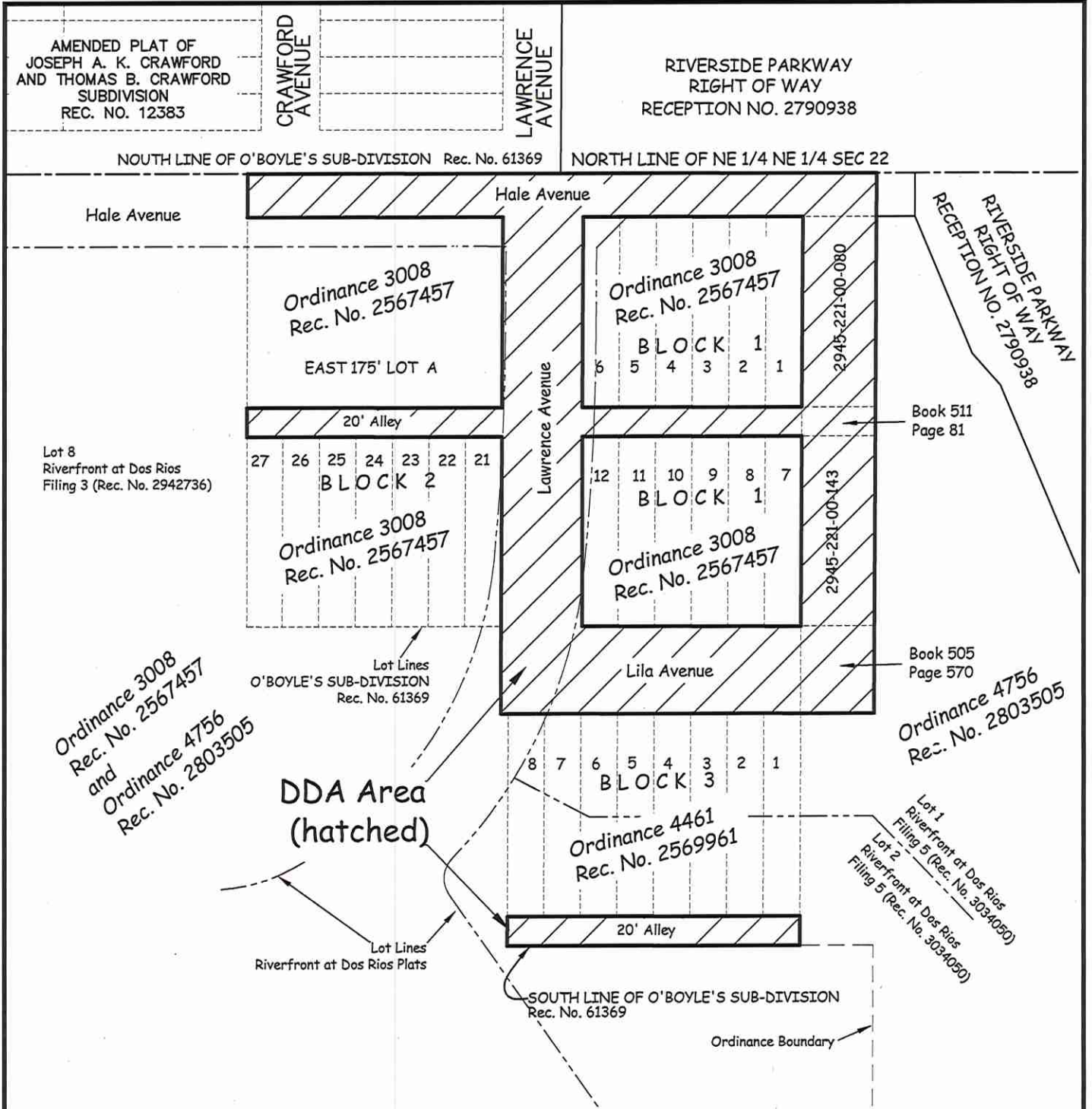
DRAWN BY: R. B. P.
DATE: 02-01-2023
SCALE: N/A

Located in the NE 1/4 NE 1/4 of Section 22
Township 1 South, Range 1 West
Ute Meridian, City of Grand Junction
Mesa County, Colorado



H:\ReneeParent\Projects-Survey Projects\Dos Rios

Exhibit A, Page 2 of 2



Ordinance 3008
Rec. No. 2567457
and
Ordinance 4756
Rec. No. 2803505

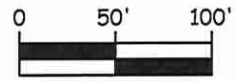
Ordinance 4756
Rec. No. 2803505

ABBREVIATIONS

- R.O.W. RIGHT OF WAY
- SEC. SECTION
- T. TOWNSHIP
- R. RANGE
- Rec. Reception
- No. Number

Legal Description & Exhibit prepared by
Renee B. Parent
City Surveyor, City of Grand Junction
333 West Avenue, Building C
City of Grand Junction, CO
970256-4003

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



1 inch = 100 ft.

Lineal Units = U.S. Survey Foot



H:\ReneeParent\Projects-Survey\Projects\Dos Rios

DRAWN BY: R. B. P.
DATE: 2-01-2023
SCALE: 1" = 100'
APPR. BY: D.T. & J.S.

Located in the NE 1/4 of Sec. 22, T. 15., R. 1W.
Ute Meridian, City of Grand Junction
Mesa County, Colorado



ORDINANCE NO. ____

AN ORDINANCE AMENDING ORDINANCES 3008, 4461 and 4756 EXPANDING THE BOUNDARY OF THE GRAND JUNCTION, COLORADO DOWNTOWN DEVELOPMENT AUTHORITY TO INCLUDE CERTAIN PROPERTY FORMERLY KNOWN AS HALE, LAWRENCE AND LILA AVENUES AND CERTAIN NOW VACATED RIGHTS OF WAY ALL AS LEGALLY DESCRIBED HEREIN LOCATED IN THE DOS RIOS SUBDIVISION

The Grand Junction, Colorado, Downtown Development Authority ("the Authority" or "DDA") has adopted a Plan of Development ("Plan") for the boundaries of the Authority. The Plan and boundaries were initially approved by the Grand Junction, Colorado, City Council ("the Council") on in 1981 and subsequently updated and amended in 2019 and 2020 ("Plan.")

In 2011 and 2017 specified land areas were by ordinance duly and lawfully included in the DDA area. Recently, the Mesa County Assessor determined that certain portions of certain alleys, streets and rights of way ("Property") were not fully described in the legal descriptions of the included land. The discrepancies in the legal descriptions are insubstantial; however, it important that the legal descriptions be amended by and with this Ordinance so that the Property is, and shall be, fully described and included in the DDA area. Since the inclusions in 2011 and 2017 the Property has been sold and pursuant to C.R.S. 31-25-822 and the Authority's Plan, the Property owner, DR Land LLC, and DR Townhomes LLC ("Owners") have assented to inclusion of the Property into the Authority's boundary.

The Board of the Authority reviewed the proposed inclusion and has determined that the boundary of the DDA should be expanded. With the expansion, the Tax Increment Financing ("TIF") district will be coterminous with the Authority boundary.

The Property Owners and the Authority Board have considered the matter and request the Council's approval to expand the Authority's boundary to include the Property, a description of which is included by reference in this ordinance and to expand the Authority to receive a portion or increment of *ad valorem* and sales taxes collected within the Plan area in accordance with State law, the Plan and other applicable law, rules, or regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, that

1. The Council finds the existence of blight within the boundary of the Authority, within the meaning of C.R.S. 31-25-802(1.5).
2. The Council hereby finds and determines that the approval of the expansion of the boundary for the Authority and the Plan, as shown on the attached Exhibit A, will serve a public use; will promote the health, safety, prosperity, security and general welfare of the inhabitants of the City and of its central business district; will halt or prevent the deterioration of property values or structures; will halt or prevent the growth of blighted area; will assist the City and the Authority in the development and redevelopment of the district and in the overall planning to restore or provide for the continuance of the economic health; and will be of specific benefit to the property to be included within the amended boundary of the Authority and the TIF district.
3. The expansion of the Authority's boundary, as shown on the attached Exhibit A describing the Property is hereby approved by the Council and incorporated into the Plan for TIF, both sales tax and *ad valorem* tax, purposes. The Authority is hereby authorized to undertake development projects as described in the Plan and to act consistently with the Plan

including, but not necessarily limited to, receiving, and expending for development and redevelopment efforts a portion or increment of *ad valorem* and sales taxes generated in the area in accordance with C.R.S. 31-25-801 *et. seq.* and other applicable law.

4. The City Council hereby requests that the County Assessor certify the valuation for the assessment of the Property included by this Ordinance within the Authority's boundaries and the TIF district as of the date of the last certification.

5. Adoption of this Ordinance and amendment to, or expansion of the boundary of the Authority and the TIF District, does not, shall not and will not provide for or allow or authorize receipt or expenditure of tax increments without requisite compliance with the Plan and other applicable law.

6. If any provision of this Ordinance is judicially adjudged invalid or unenforceable, such judgment shall not affect the remaining provisions hereof, it being the intention of the City Council that the provisions hereof are severable.

INTRODUCED on first reading the 15th day of February 2023 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the ___ st day of ___ 2023 and ordered published in pamphlet form.

Anna M. Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk

Exhibit A



Grand Junction City Council

Regular Session

Item #2.b.

Meeting Date: February 15, 2023

Presented By:

Department: City Clerk

Submitted By:

Information

SUBJECT:

Legislative

RECOMMENDATION:

EXECUTIVE SUMMARY:

BACKGROUND OR DETAILED INFORMATION:

FISCAL IMPACT:

SUGGESTED MOTION:

Attachments

None



Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: February 15, 2023
Presented By: Jodi Welch, Finance Director
Department: Finance
Submitted By: Jodi Welch, Finance Director

Information

SUBJECT:

Introduction of an Ordinance Authorizing a Supplemental Appropriation for American Recovery Plan Act (ARPA) Grant Awards and Setting a Public Hearing for March 1, 2023

RECOMMENDATION:

Staff recommends setting a public hearing for March 1, 2023 for the ordinance making supplemental appropriations and amending the 2023 City of Grand Junction Budget for ARPA grant awards.

EXECUTIVE SUMMARY:

The budget is adopted by City Council through an appropriation ordinance to authorize spending at a fund level based on the line item budget. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to reappropriate funds for capital projects that began in one year and need to be carried forward to the current year to complete. Supplemental appropriations are also required to approve new projects or expenditures.

This supplemental appropriation is required for spending authorization to distribute ARPA grant awards to Grand Valley Catholic Outreach and Housing Resources of Western Colorado.

BACKGROUND OR DETAILED INFORMATION:

The American Rescue Plan Fund (Fund 114) accounts for the direct distribution of ARPA federal funds to the City of Grand Junction. A total of \$10.4 million has been received by the City and in 2022, City Council authorized the distribution of \$1.4 million to Visit Grand Junction, Air Alliance, and Sports Commission for lodging revenue loss, leaving a remaining \$9 million available for distribution. Grand Junction City Council

appointed an Advisory Committee (Committee) to make recommendations about how the funds will be spent. City Council has now considered recommendations from the Advisory Committee and through the consideration of the resolution on this same agenda may approve grant awards to two of the applicants; Grand Valley Catholic Outreach for \$1,000,000 and Housing Resources of Western Colorado for \$1,000,000.

At the time of the adoption of the 2023 budget City Council had not heard the recommendations from the Committee, nor made any decisions on grant awards, therefore distribution of monies from the American Rescue Plan Fund was not budgeted or appropriated. Therefore a supplemental appropriation is required in the American Rescue Plan Fund (Fund 114) of \$2,000,000 for the two grant awards.

FISCAL IMPACT:

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City of Grand Junction. The appropriation ordinance is consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and are supported by the supplementary documents incorporated by reference above.

SUGGESTED MOTION:

I move to introduce an ordinance making supplemental appropriations to the 2023 Budget of the City of Grand Junction for the year beginning January 1, 2023 and ending December 31, 2023 and set a public hearing for March 1, 2023.

Attachments

1. 2023 ARPA Funding Supplemental Appropriation February 14, 2023

ORDINANCE NO. ____

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2023 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO FOR THE YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 FOR AMERICAN RECOVERY PLAN ACT FUNDING FOR HOUSING RESOURCES AND GRAND VALLEY CATHOLIC OUTREACH.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2023 to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
American Rescue Plan Fund	114	\$ 2,000,000

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this 15th day of February, 2023.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2023.

President of the Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: February 15, 2023
Presented By: Trenton Prall, Public Works Director
Department: Public Works - Engineering
Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

Spring Cleanup - Clifton Pickup - Intergovernmental Agreement Between the City of Grand Junction and Mesa County

RECOMMENDATION:

Authorize the Mayor to sign an Intergovernmental Agreement (IGA) with Mesa County for the City to pick up a portion of the Clifton area as part of the 2023 Spring Cleanup Program.

EXECUTIVE SUMMARY:

The proposed agreement defines the partnership between Mesa County and the City of Grand Junction for the City to pick up a portion of the Clifton Area as part of the 2023 Spring Cleanup program. The City's 2023 Spring Cleanup Program is scheduled for April 3 through April 14. The IGA calls for the City to be reimbursed (\$4,154/hour based on the estimated labor, equipment and contractors). Depending on participation rates from residents, the City has estimated the additional time to collect the area between 5 and 10 hours. Based on the estimated collection time, the City would receive between \$29,000 and \$42,000. Actual hours will be charged.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction has provided a Spring Cleanup Program to residential customers for well over 100 years. Mesa County has piloted a similar program for the last two years for a portion of the Clifton area. Mesa County will be expanding their program again in 2023. In the area bounded by 30 Road on the west, 31 Road on the east, F ½ Road on the north and I-70B on the south (AREA), the City has annexed all new development over the last 25 years and therefore already operates its Spring Cleanup Program in approximately 1/3 of the area.

In the interest of providing more effective and efficient government service, Mesa County has requested the City pick up the subject area.

The purpose of the IGA is to establish the lines of communications and responsibility for the various work items necessary for the program addition. The IGA also establishes for Mesa County to reimburse the City on a per hour basis.

The City's 2023 Spring Cleanup Program is scheduled for April 3 through April 14.

Approximately 1800 residential addresses within the area are within Mesa County jurisdiction and are proposed to be added to the City's 2023 program. Consistent with the City's program, apartments and manufactured home parks and other residential properties that are served off private streets are not eligible for the program. Similarly, commercial/industrial properties are also not eligible.

The City proposes to pick up the area the week of April 10, weather permitting.

FISCAL IMPACT:

The cost for the Spring Cleanup project is included in the 2023 Adopted Budget. The estimated revenue will reimburse the City for the costs associated with the Clifton area of the project. The City will be reimbursed between \$29,000 and \$42,000 based on actual hours worked. The City invoiced the County \$19,600 for a smaller collection area in 2022.

SUGGESTED MOTION:

I move to (approve/deny) the request for the Mayor to sign an Intergovernmental Agreement with Mesa County for the City to pickup a portion of the Clifton Area as part of the 2023 Spring Cleanup Program.

Attachments

1. AGR-Public Works Spring Cleanup to Mesa County 2023
2. AGR-Expand Spring Cleanup to Mesa County Attachments 2023

INTERGOVERNMENTAL AGREEMENT
REGARDING CITY COLLECTION AND TRANSPORTATION OF CERTAIN SOLID WASTES IN MESA
COUNTY COLORADO

This Intergovernmental Agreement Regarding City Collection and Transportation of Certain Solid Wastes in Mesa County, Colorado ("IGA" or "Agreement"), is hereby made and entered into this ___ day of _____ 2023, by and between the City of Grand Junction ("City") and the County of Mesa ("County") for the purposes of the City collecting and hauling, for the benefit of the County and certain of its residents, but not disposing, certain solid wastes in Mesa County, Colorado. The City and the County shall hereafter be referred to collectively as the "Parties," or individually as a "Party."

RECITALS

The City has provided an annual Spring cleanup program ("Program") to City residents for well over 100 years. In 2020, 2021, and 2022 the County piloted a similar program for certain residences in the Clifton area in unincorporated Mesa County. The County intends on continuing its effort in 2023. The area proposed by the County for the City to provide Program services in 2023 is the area bounded by 29 Road on the West, 30 Road on the East, F½ Road on the North and I-70B on the South ("AREA") as shown on Attachment A to this Agreement.

Since 1998, and because the City has annexed new development the jurisdictional limits of the City and County are irregular, and accordingly the City provides Program services in approximately 1/3 of the AREA. The City and County have agreed that it is in their mutual best for the County to contract with the City to provide more effective and efficient government services to certain of the County residents residing in the AREA.

The City's 2023 Program is scheduled for April 3 - April 14 with the approximately 1800 residential addresses within AREA being added to and served by, as provided by this IGA, the City's Program. The City's service of the AREA, as defined herein and in accordance with the terms hereof, will commence on and after April 11, 2023.

Colorado law expressly endorses "local efforts . . . focused toward the reduction of the volume . . . of the waste stream . . . through source reduction, recycling, composting, and similar waste management strategies," and also recognizes that "improper disposal of solid wastes poses significant public health risks and environmental hazards" (C.R.S. 30-20-100.5(d)(III)). And, pursuant to C.R.S. 31-15-401 and Article XX, Section 6 of the Colorado Constitution and other applicable authority, the Parties acknowledge and agree that pursuant to C.R.S. 29-1-201 *et. seq.*, as amended, and Article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to contract for, and once made to enforce this IGA for the purposes of and to the ends stated herein.

AGREEMENTS OF THE PARTIES

Purpose.

The purpose of this IGA is to memorialize the Parties' agreement to cooperate in the development and implementation of a neighborhood Spring cleanup program ("Program") by and with which the City will provide certain Program services to certain residences in the Clifton area in unincorporated Mesa County. The area to be served by the City is the area bounded by 29 Road on the West, 30 Road on the East, F ½ Road on the North and I-70B on the South ("AREA") as shown on Attachment A to this Agreement.

The City's 2023 Program is scheduled for April 3 - April 14 with approximately 1800 residential addresses within AREA being served by, as provided by this IGA, the Program services. The term of this Agreement is only for the 2023 Program as indicated herein.

Definitions.

The term "Solid Waste" for purposes of this Agreement shall mean those allowed items and materials, (see, Attachment B to this Agreement) appropriately placed and discarded by certain residential properties located within the AREA. "Solid Waste" shall exclude those items and materials prohibited by Attachment B, including, liquid wastes, sewage, sewage sludge, septic tank or cesspool pumping's, and/or industrial by-products or waste; materials handled at facilities licensed pursuant to the provisions on radiation control in C.R.S. Title 25; exploration and production wastes as defined in C.R.S. 34-60-103(4.5); electronics/circuit boards (E-waste); discarded or abandoned vehicles or parts thereof, including but not limited to tires; residential appliances; fertilizer(s) and/or materials used as fertilizers or for other productive purposes; household hazardous wastes; and hazardous materials as defined in the rules and regulations adopted by the Hazardous Materials Transportation Act of 1987.

The term "Transfer Station" or "Transfer Site" shall mean a parcel of land at which solid waste, awaiting transportation to the Mesa County landfill, may be deposited by the City and transferred from trucks for stockpiling and/or for collection, containerization or processing. (see, C.R.S. 30-20-101 (8)). For 2023, the transfer station will be the City's Matchett Park Transfer Station at 28 ¼ Road and Hawthorne Ave.

Unless otherwise defined herein or as may be in conflict with the terms and intent of this IGA, all terms shall have the same meaning as provided in Section C.R.S. 30-20-101 *et. seq.*,

General Provisions.

Mesa County is and shall be solely responsible for notification, in a form(s) determined by it, of eligible residents within the AREA. Information to be provided shall be similar or equal to that provided in Attachment B to this Agreement. City Program services will include street sweeping and the City will not pick up or haul mattresses.

All commercial/industrial properties within the AREA are ineligible for Program Services.

Apartments and manufactured home parks, and other residential properties within the AREA that are served off of private streets are ineligible for Program services.

The City will procure and provide all necessary equipment, labor and traffic control to perform the Program services. To the extent necessary or required this IGA shall serve as a permit, license and authorization for the City to use and occupy County streets and roads and the Transfer Station location. Furthermore, the City is authorized to regulate and control traffic, during the conduct and delivery of Program services, as necessary or required to perform the Program services.

For 2023, the City will provide the Matchett Park Transfer Site at 28 ¼ Road and Hawthorne Ave ("Transfer Site"). The County will provide a Transfer Site supervisor, front end loader with grapple hook and operator to load the County provided roll-off containers.

If a hazardous or regulated substance(s) is picked up and/or dropped for transfer at the Transfer Site the County will responsible for the cost of cleanup and disposal of the substance(s) and restoration of the Transfer Site to the condition that existed prior to the contamination.

The County agrees that it shall pay for and otherwise be responsible to load and transport roll-off containers from the Transfer Site to the Mesa County landfill. The County shall pay any and all tipping fees associated with the Solid Waste collected from the AREA and transported by the City to the Transfer Site.

The County agrees to pay the City \$4,153.49/hour billed for labor, equipment and contractors as identified in Attachment C to this Agreement ("2023 Rate.") The City has estimated that the Program will require 5-10 hours.

Actual hours will be charged at the 2023 Rate with partial hours of greater than a one-half hour being billed and paid as full hours.

Entire Agreement.

This IGA, together with the Attachments, constitutes the entire agreement and understanding between the Parties on the subject matter hereof, and supersedes any prior agreements or understandings relating to the subject matter of this IGA, except for other written agreements and understandings referred to herein.

Modifications.

No modification or waiver of this IGA, or modification of any covenant, condition, or provision herein contained, shall be valid unless the modification(s) is(are) approved in writing by each Party.

Third Party Beneficiaries.

It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights and actions relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person. It is the express intention of the Parties that any person or entity, other than the Parties, receiving Program services arising from the City's performance of this IGA shall be deemed to be an incidental beneficiary only.

Applicable Law; Governing Law; Venue.

The Parties shall endeavor to adhere to all applicable federal, state, and local laws, rules, and regulations. This IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue for any action concerning this IGA or the matters provided for herein shall be proper solely in the Mesa County District Court.

Governmental Immunity.

Neither Party intends to waive, expressly or impliedly, by any provision of this IGA, the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et. seq.*, as amended or any other privilege or immunity provided by law.

Appropriation of Funds.

Notwithstanding anything herein to the contrary, the obligations of each Party under this IGA shall be, where appropriate, subject to the annual appropriation, by that Party's governing body, of funds sufficient to perform the obligations provided herein. In the event that sufficient funds are not appropriated by either Party, as required hereunder, this IGA may be terminated by any Party. Upon the termination of this IGA by one Party, this IGA shall rendered null, void and of no effect.

No obligation provided in this IGA is intended to be, or shall be interpreted as, a multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Colorado Constitution or laws of the State of Colorado.

Indemnification by the County.

To the extent authorized by law the County will indemnify and defend the City, its officers, employees, insurers, and self-insurance pools, against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of or in any manner connected with performance of the work

contemplated by this IGA and the County's administration and enforcement of, or arising out of or in any manner connected with this IGA, except to the extent such liability, claim or demand arises through the willful or wanton act or omission of the City, its officers, employees, or agents. To the extent indemnification is required under this IGA, the County agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees. The County's indemnity obligation under this Section shall survive the termination of this IGA, and shall be fully enforceable thereafter, subject to any applicable statute of limitation.

Indemnification by the City.

To the extent authorized by law the City will indemnify and defend the County, its officers, employees, insurers, and self-insurance pools, against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of or in any manner connected with performance of the work contemplated by this IGA and the City's administration and enforcement of, or arising out of or in any manner connected with this IGA, except to the extent such liability, claim or demand arises through the willful or wanton act or omission of the County, its officers, employees, or agents. To the extent indemnification is required under this IGA, the City agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees. The City's indemnity obligation under this Section shall survive the termination of this IGA, and shall be fully enforceable thereafter, subject to any applicable statute of limitation.

Insurance.

The City shall require its contractors to provide insurance, with the coverages the City requires for its Program, to be applicable to the County as *Additional Named Insureds*.

Waiver.

The failure of either Party to exercise any of its rights under this IGA shall not be deemed to be a waiver of any right(s) conferred by or under the IGA.

Dispute Resolution and Attorney's Fees.

Any dispute(s) arising out of or under this IGA is(are) subject to a good faith attempt by the Parties to settle and resolve the dispute by mutual agreement, followed by submission of the dispute to the Mesa County Board Chair and the President of the City Council to jointly act as a mediator. If a dispute(s) remains unresolved following mediation, then either Party may proceed to have the dispute(s) resolved pursuant to litigation.

If an action is brought to enforce this IGA, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the value of the services of in-house counsel.

Paragraph Headings.

Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this IGA.

Binding Effect.

This Agreement is binding upon and inures to the benefit of the Parties and their respective successor governing boards.

Approval by the Mesa County Board of Commissioner and the Grand Junction City Council.

In accordance with C.R.S. 29-1-203(1) this IGA will not become effective unless and until it has been approved by the Mesa County Board of Commissioners and the Grand Junction City Council, or by such persons with the authority to approve the IGA on behalf of each of the City and the County.

Counterparts.

This IGA may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have executed this Intergovernmental Agreement Regarding the City Collection and Transportation of Certain Solid Wastes in Mesa County, Colorado, effective as of the date of the last signature shown below.

MESA COUNTY

Janet Rowland, Chair
Mesa County Board of Commissioners

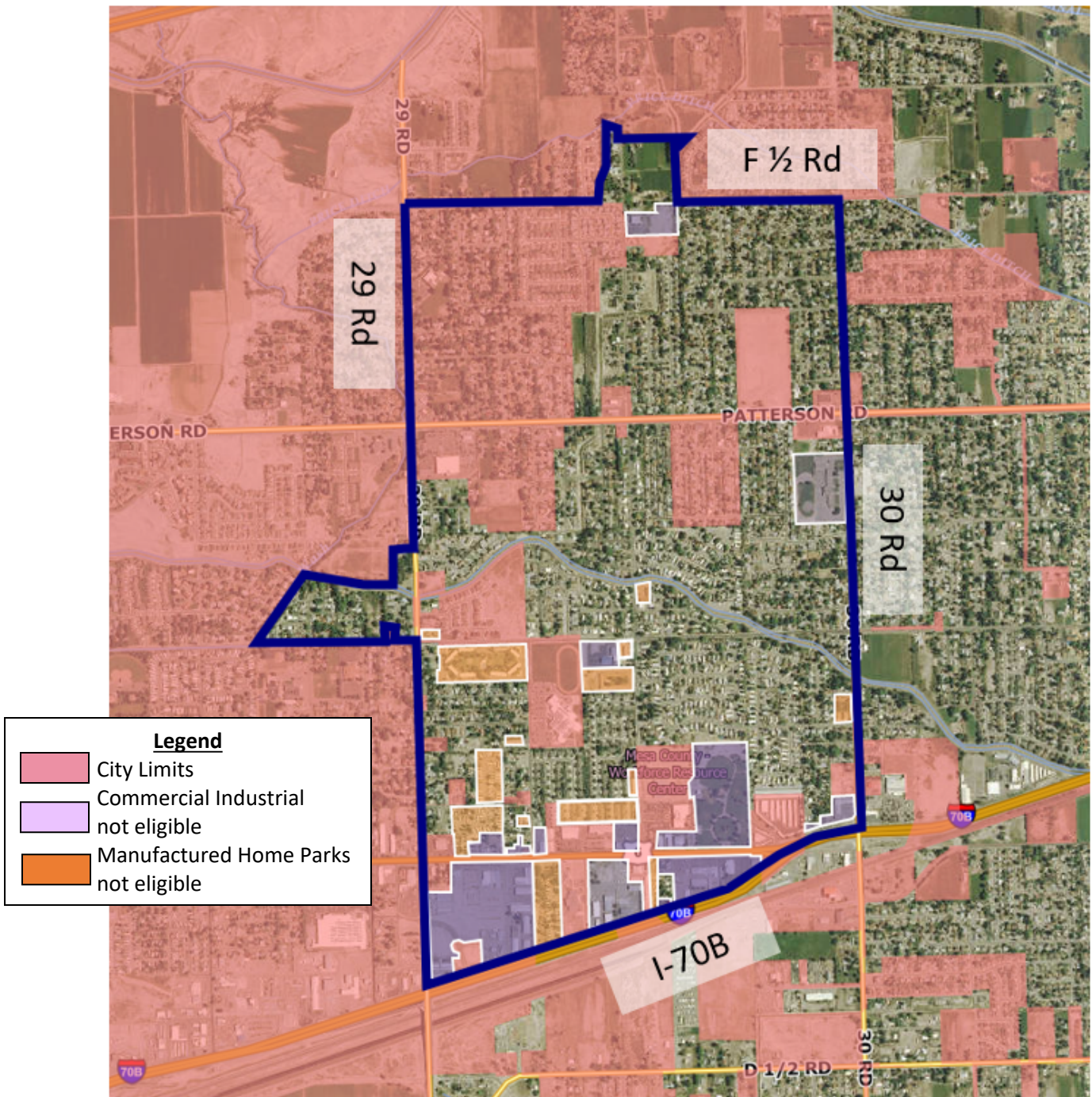
ATTEST: Bobbie Gross, County Clerk
Date: _____

CITY OF GRAND JUNCTION

Anna M Stout, President of City Council
Grand Junction City Council

ATTEST: Amy Phillips City Clerk
Date: _____

Attachment A – AREA



ATTACHMENT B – BROCHURE

Electronic & Hazardous Waste Disposal

The Mesa County Landfill does not accept electronic waste (E-Waste) or other hazardous wastes. This means these items cannot be thrown away in your household garbage or left out for the Spring Clean-Up Program.

E-Waste

The majority of electronic devices contain some amount of lead, mercury and cadmium – all of which can be potentially hazardous to the environment when not properly managed. For a list of these devices, please see the section on “Items We Will Not Pick-up.”

The following locations will safely dispose of E-Waste for a small fee:

Mesa County Hazardous Waste Facility

3071 US Highway 50
Please see website or call for details
www.mesacounty.us/swm
(970) 257-9336 or (970)-256-9543

Waste Management

1227 Winters Avenue
Please see website or call for details
www.wm.com
(970) 243-4345

Hazardous Waste

Products that are corrosive, explosive, flammable and toxic are considered hazardous waste. This long list of products may include some items you have in your house or garage.

Most products will have “signal words” on the label like DANGER, CAUTION, WARNING and POISON. For a list of these devices, please see section on “Items We Will Not Pick-up.”

To properly dispose of these items, please contact the Mesa County Hazardous Waste Facility (970) 257-9336 or (970) 256-9543.



Public Works
333 West Avenue, Bldg. A
Grand Junction, CO 81501

2022 ANNUAL Spring Clean-Up Program

*A service for City
residential properties*

**If you live in the City Limits -
north of North Avenue**
your items need to be out by
7 a.m. on April 4, 2022

**If you live in the City Limits -
south of North Avenue**
your items need to be out by
7 a.m. on April 11, 2022
(including annexed areas of Orchard Mesa & the Redlands)

DO NOT put your items out before MARCH 29, 2021.
Any items out before this date are subject to a notice of
violation and a possible \$1,000 fine.

What is Spring Clean-Up?

Since the early 1900's the City has conducted an annual clean-up program to help residents get rid of yard waste and unusable items from households. It is our most popular residential program!

Where to Place Your Pile

Place your items in ONE pile, in the street, up against the gutter, in front of **YOUR** house.

If your house is in an area with no on-street parking, you will receive a separate notification on where to place your items.

Only YOUR items should be in front of YOUR house!

Consider Donating

Instead of sending your items to the landfill, why not donate them? Several local charitable organizations can benefit from the donation of reusable items. For a list of local charitable organizations visit our website:

www.gjcity.org



Helpful Hints

- Items can be set out as early as March 28, 2022
- Items should be out by 7 a.m. the Monday of your scheduled week - *City crews move quickly and will not be able to return to an area once they have already been through it*
- Piles should be located on the street, in the gutter, in front of your house
- Keep piles separate from your household trash containers or other items you do not want removed
- To avoid property damage, place items at least 3-feet away from buildings, fences, mailboxes, etc. - *the City is not responsible for damage to these structures*
- Do not set debris on private property such as driveways and lawns
- Do not put out hazardous waste or e-waste of any kind
- Do not combine piles with your neighbors - any residence with a pile of debris that is over one dump-truck load (approximately 10 cubic yards) will be charged \$150 per load.

Items We Will Not Pick Up

<ul style="list-style-type: none"> • Tires • Asphalt Rubble • Concrete Rubble • Engines • Fuel Tanks • Gas/Air Cylinders • Items longer than 6 ft. in length • Microwaves • Lawn Mowers 	<p>Banned by Landfill:</p> <ul style="list-style-type: none"> • Refrigerators • Freezers • Air Conditioners • Liquids of any kind • Antifreeze • Oil • Grease • Gasoline/Diesel • Paint/Stain • Batteries 	<p>E-Waste:</p> <ul style="list-style-type: none"> • Cell Phones/PDA's • Televisions/Monitors • VCR/DVD Players • Printers/Copiers • Scanners/Fax Machines • Cameras/Camcorders • Computers/CPU's • Keyboards • Gaming Consoles • MP3 Players/ iPods
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For a small fee, any Mesa County resident can dispose of tires (year-round) at the Mesa County Landfill.

Call (970) 241-6846 for details.

**For more information
visit our website
www.gjcity.org
or call the
Spring Clean-Up Hotline
(970) 256-4111
For the latest program
information**

ATTACHMENT C – City Hourly Cost Estimate

City of Grand Junction
 Department of Public Works
 Streets/Stormwater Division

Project: Spring Cleanup

Subject: 2023 Expansion to Clifton / hourly cost for pickup

Position	Classification	Qty	Rate (Step 5 avg)	Burdened	Overtime	Extended/Hour	Comments
Crews 10 crews of 1 skid steer and 3 trucks - total of 30 trucks (19 contract)							
Crew Leader	Crew Leader	10	\$ 30.56	30%	1.5	\$ 595.92	
Equip Operator	Equipment Operator	11	\$ 25.06	30%	1.5	\$ 537.53	
Contract Skid Steers		8	\$ 51.04			\$ 408.33	
City Skid Steers		2	\$ 20.00			\$ 40.00	depreciation, fuel, maint
Contract Trucks (with drivers)		19	\$ 90.64			\$ 1,722.22	
City Trucks		11	\$ 35.00			\$ 385.00	depreciation, fuel, maint
Street Sweeping	Specialty Equip Oper	3	\$ 26.88	30%	1.5	\$ 157.25	
Sweeper		3	\$ 55.00			\$ 165.00	depreciation, fuel, maint
Other							
Traffic Control	Equipment Operator	3	\$ 24.33	30%	1.5	\$ 142.33	
Total operations		47				\$ 4,153.59	does not incl rolloff/sweeping / mattresses

Skid Steers	Days	Hrs/Day	Contract/hr	Skid Steers	\$/hour
\$ 35,000.00	9	10	\$ 389	8	\$ 48.61 per hour per contracted skid steer
			\$ 60	2	\$ 20.00 per hour per skid steer
Trucks	Days	Hrs/Day	Contract/hr	Trucks	\$/hour
\$ 155,000.00	9	10	\$ 1,722	19	\$ 90.64 per hour per contracted truck (truck, driver, fuel)
			\$ 385	11	\$ 35.00 per hour per City truck (truck and fuel only)

Not included

Roll Off Site Supervisor	Crew Leader	2	\$30.56	30%	1.5	\$ 119.18	
Front End Loader	Equipment Operator	2	\$ 25.06	30%	1.5	\$ 97.73	
City Front End Loader		2	\$ 28.00			\$ 56.00	depreciation, fuel, maint
Mattress Pickup Crew	Equipment Operator	3	\$ 27.69	30%	1.5	\$ 161.97	
Pickup/trailer		1	\$ 17.00			\$ 17.00	depreciation, fuel, maint



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: February 15, 2023
Presented By: Randi Kim, Utilities Director
Department: Persigo
Submitted By: Lee Cooper, Wastewater Project Manager

Information

SUBJECT:

Authorize Change Order #2 with Burns & McDonnell Engineering Company, Inc. for the Persigo Wastewater Treatment Plant Phase 1 Expansion Project

RECOMMENDATION:

Staff recommends approval for the City Purchasing Division to execute Change Order #2 for the additional design and engineering services to increase permitted flow rate pertaining to the existing contract with Burns & McDonnell for the Phase 1 Expansion Project at the Persigo WWTP in the amount of \$893,572 and add an additional 108 calendar days to the Contract.

EXECUTIVE SUMMARY:

The Persigo Wastewater Treatment Plant (WWTP), first commissioned in 1984, is seeking upgrades with the Persigo Phase 1 Expansion Project (Project), to accommodate future growth within the 201 Service Area boundary while continuing to meet the permitted Colorado Department of Public Health & Environment (CDPHE) effluent limit requirements. This Project will be the first large scale expansion project to happen at Persigo since 1984. The Project will include rehabilitating the headworks building with new equipment, constructing a new dewatering building and solids storage area, construction of a second ultra-violet disinfection system for redundancy, construction of a new air blower building for the aeration basins, and revitalizing the existing four aeration basins equipment.

Change Order #2 expands Burns & McDonnell's scope of work as a result of Staff determining that it is in the best interest of the wastewater treatment plant to increase the permitted design flow rate to 15.0 million gallons per day (MGD) instead of the original plan of designing to 13.5 MGD. As a result of designing the Phase 1 Expansion Project to 15.0 MGD, it was found during hydraulic evaluation calculations that certain areas of the plant have to be modified to handle a flow of 15.0 MGD. Change Order #2

includes the additional design of a new electrical building for the headworks facility, replacement of the grit pumps and associated discharge piping, the design of two new aeration basins, modifications to the new air blower building and associated piping to accommodate the two new aeration basins, modifications to Control Structure #2, enlarging sections of yard piping to accommodate the higher flow, expanding the scope of the new dewatering building, and designing a new dewatering building centrate lift station.

BACKGROUND OR DETAILED INFORMATION:

In 2020, Persigo initiated development of a facility wide master plan to address service area growth, aging infrastructure, and operational efficiencies. Persigo worked with Carollo Engineers on the development of the 2020 Wastewater Treatment Facility Masterplan with the final masterplan being completed in July 2021. The master plan provided recommendations for facility improvements that focused on three areas for Persigo to organize their capital improvement projects: Capacity Improvements, Asset Revitalization Projects, and Operational Improvements. The masterplan developed a roadmap for achieving these goals while continuing to meet the wastewater needs of current and future users within the 201 Service Area boundary.

The Persigo WWTP has a permitted hydraulic capacity of 12.5 million gallons per day (MGD) and Persigo is currently operating at about 80 percent of this permitted capacity. Per CDPHE guidance, WWTP's are required to initiate master planning and construction activities at 80 percent and 95 percent of the permitted capacity, respectively. As a result, Persigo has teamed with Burns & McDonnell (Engineer) on designing a plant expansion project that will increase Persigo's permitted hydraulic capacity.

Originally, the plan for the Project was for the Engineer to design a project to increase the permitted capacity of Persigo from 12.5 MGD to 13.5 MGD as suggested in the 2020 Persigo WWTP Master Plan. Increasing the permitted capacity to 13.5 MGD would provide Persigo with sufficient capacity through the year 2040. However, as the Engineer started completing the initial hydraulic capacity calculations on the existing Persigo processes, it was found that Persigo's existing four aeration basins are not adequately sized to handle a new flow capacity of 13.5 MGD. At this point, Persigo was not intending on expanding the aeration basins as part of the Project. The Engineer reviewed alternative approaches that could be made to the existing aeration basins to allow them to handle a flow of 13.5 MGD. These alternatives included internal and external intensification process modifications, as well as, expansion of the aeration basins from four basins to six basins total. Through a number of iterations, sizing, estimating costs, and conducting work sessions to evaluate each alternative, it was determined that expansion of the aeration basins from four basins to six basins would be the most cost-effective option to support plant operations and future growth. Expansion of the aeration basins will provide the plant with the necessary redundancy that will allow for future maintenance/inspection operations to occur with minimal disruption in the aeration treatment process and other processes at the plant.

In conjunction with the Engineer, Staff determined that increasing the capacity of the WWTP from the current permitted capacity of 12.5 MGD to 15.0 MGD was desired instead of designing for 13.5 MGD. A change in the design capacity necessitates a reevaluation of all major unit processes throughout the WWTP to assess the capacity and capability of these processes to meet CDPHE design criteria at 15.0 MGD. It was determined that all other processes at the plant currently have the hydraulic capacity to handle 15.0 MGD; however, some improvements are needed to meet a new permitted flow of 15 MGD. A permitted capacity of 15.0 MGD will provide sufficient to accommodate growth within the 201 Service Area Boundary through the year 2050.

The costs associated with Change Order #2 include additional time required for design/redesign, engineering, project management, specifications, and quality control necessary for expanding the scope from 13.5 MGD to 15.0 MGD. In addition, the Contract completion date will be extended by 108 Calendar Days as a result of the additional work.

FISCAL IMPACT:

The current contract amount with Burns & McDonnell is \$3,354,854 which was awarded in 2022 with the cost of the project included in the 2022 budget. Approximately half of that contract and project work was completed in 2022 and the other half will be carried forward in the first 2023 supplemental appropriation as reported to City Council in the capital projects report. That carryforward and the 2023 adopted budget for the wastewater treatment plant expansion projects will provide sufficient funds for the \$893,572 change order being considered.

SUGGESTED MOTION:

I move to authorize the City Purchasing Division to execute Change Order #2 for the additional design and engineering services to increase permitted flow rate pertaining to the existing contract with Burns & McDonnell for the Phase 1 Expansion Project at the Persigo WWTP in the amount of \$893,572 and add an additional 108 calendar days to the Contract.

Attachments

None



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: February 15, 2023
Presented By: Randi Kim, Utilities Director
Department: Utilities
Submitted By: Randi Kim

Information

SUBJECT:

Contract with Redi Services, LLC for Biosolids Hauling

RECOMMENDATION:

Authorize the City Purchasing Division to Execute a Contract with Redi Services, LLC. for as-needed Biosolids Hauling for a Not to Exceed amount of \$229,181

EXECUTIVE SUMMARY:

This contract is for hauling services to transport biosolids from the Persigo Wastewater Treatment Plant to the Mesa County Landfill. The contractor will provide trucks, drivers, all ancillary equipment or materials needed, and coordination of logistics with plant operations staff and the landfill disposal facility.

BACKGROUND OR DETAILED INFORMATION:

Currently, plant operations staff perform all aspects of the biosolids treatment, dewatering, hauling, and disposal with in-house resources. The dewatered biosolids are disposed of at the Mesa County Landfill located at 3071 US-50, Grand Junction, CO 81503.

In 2021, a total of 1,100 loads (weighing a total of 12,581 wet tons) were hauled to the landfill by City staff using two 12 cubic yard dump trucks averaging four loads per day. During the winter, when solids are wetter, as many as six loads are hauled per day. This operation requires a dedicated driver and operator to manage biosolids dewatering, loading, and hauling biosolids to the landfill. The two City-owned dump trucks have been in service since 2014 and 2015 and are scheduled for replacement in 2028 with an estimated combined replacement value of \$650,000. By contracting hauling services, the replacement and fleet maintenance costs will be avoided and plant operators can be dedicated to plant operations.

The scope of this contract is for the awarded firm to take over the hauling and disposal responsibilities of the dewatered biosolids. The firm will need to provide trucks, drivers, all ancillary equipment, or materials needed, and coordination of logistics with the facility operations staff and landfill disposal.

A formal Request for Proposal (RFP) was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractor's Association, and advertised in The Daily Sentinel. Four (4) companies submitted formal proposals, all of which were found to be responsive and responsible in the following amounts.

Company	Location	Fee
Cross Bar Cross, LLC	Whitewater, CO	\$190.00 per delivery
Redi Services, LLC	Rifle, CO	\$21.86 per wet ton (\$218.60 per delivery equivalent)
Demolition Professionals	Grand Junction, CO	\$500.00 per delivery
Waste Management	Grand Junction, CO	\$201.00 per delivery

A selection committee reviewed the proposals and interviewed the top two ranking firms, and through this process the committee is recommending Redi Services, LLC as the top rated firm.

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

Based upon 2021 biosolids quantity of 12,581 wet tons and a fee of \$21.86 per wet ton, the estimated pro-rated spend for 2023 is \$229,181. Funding for biosolids hauling is included in the 2023 Adopted Budget for the Sewer Fund.

SUGGESTED MOTION:

I move to (authorize/deny) the City Purchasing Division to Execute a Contract with Redi Services, LLC for as-needed Biosolids Hauling for a Not to Exceed amount of \$229,181.

Attachments

None



Grand Junction City Council

Regular Session

Item #4.c.

Meeting Date: February 15, 2023
Presented By: Trenton Prall, Public Works Director, Jay Valentine, General Services Director
Department: Public Works - Streets
Submitted By: Trent Prall

Information

SUBJECT:

Contract for Aggregate Road Material for 2023 Chip Seal Program

RECOMMENDATION:

Authorize the City Purchasing Division to ratify a contract renewal with Whitewater Building Materials of Grand Junction, CO to supply the aggregates or "chips" for the 2023 Chip Seal Program in the amount of \$208,400.

EXECUTIVE SUMMARY:

This contract renewal with Whitewater Building Materials, if approved, will supply up to 7,300 tons of 3/8 inch aggregates or "chips" for the 2023 Chip Seal Program.

BACKGROUND OR DETAILED INFORMATION:

The street network is the City's single largest asset valued at more than \$250 million. One of the most important practices to protect the City's street pavement and enhance longevity is periodically chip sealing the surface to help reduce the amount of moisture that gets through the pavement and into the material under the pavement.

This year's total street maintenance program includes chip sealing more than 650,000 square yards of the City's street network or approximately 1/12 of the total network. This contract is for 7,300 tons of 3/8 inch aggregates or "chips" to be delivered to two staging areas: Matchett Park and City Shops.

This is the third and final renewal of the contract that was competitively bid in 2020. This is the first year of the contract where the aggregate to be purchased is more than \$200,000 and per city purchasing policy must be approved by City Council.

FISCAL IMPACT:

The funding for this project is in the 2023 Adopted Budget in the Sales Tax Capital Improvement Fund under \$3.6 million Contract Street Maintenance.

SUGGESTED MOTION:

I move to (authorize/deny) the City Purchasing Division to ratify a contract renewal with Whitewater Building Materials of Grand Junction, CO for 3/8 inch aggregate or "chips" for the 2023 Chip Seal program in the amount of \$208,400.

Attachments

None



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: February 15, 2023
Presented By: Jodi Welch, Finance Director
Department: Finance
Submitted By: Jodi Welch, Finance Director

Information

SUBJECT:

A Resolution Accepting the Source of Sales Tax Study

RECOMMENDATION:

Staff recommends approval of the resolution.

EXECUTIVE SUMMARY:

The City's sales tax revenue is the single largest revenue source that supports General Government operations. Periodically, the City engages consultants to analyze where the City's sales tax revenue comes from. It is important to understand where that revenue is coming from and who is paying it, especially when evaluating the value of services to our residents.

The most recent study was completed by BBC Research & Consulting (BBC). Based on the analysis, the portion of sales tax paid by City households is estimated as 30 percent, the portion paid by Mesa County households (outside of the City) is 23 percent, the portion paid by visitors (non-residents of Mesa County) is 25 percent, and the portion paid by businesses is 22 percent. For this analysis, BBC and staff applied additional assumptions for certain categories including motor vehicle purchases, motor vehicle parts, online sales, and building materials to ensure that the resulting portion paid by City households was not understated. The results of the study were presented to City Council at the September 19, 2022 workshop.

BACKGROUND OR DETAILED INFORMATION:

Over the last 30 years the City has engaged financial consultants six times to analyze where the City's sales tax revenue comes from on an annual basis. The analysis attributes sales tax revenues from four different sources; City households, County households, businesses, and visitors (mainly shoppers, travelers and tourists).

The most recent analysis was conducted by BBC Research & Consulting (BBC). The analysis builds on previous studies and allocates the revenues to the different sources by applying a methodology that considers these factors; household income, proportion of household income used for taxable purchases, proportion of expenditures made by Grand Junction and non-Grand Junction Mesa County residents, and the proportion attributable to visitors and businesses.

Given the unique nature of business during the pandemic along with questions from Council and residents about methodology, BBC and City staff reviewed each aspect of the analysis using information from City business data, other Colorado city sales tax information, and data from the Consumer Expenditure Survey. Additionally, BBC and City staff calculated the share of residential contributions to sales tax for three years: 2018, 2019, and 2020.

Two key insights considered by BBC during this analysis were:

- Online sales provide a greater share of sales tax than in previous studies and City data and processes account for these revenues in a more robust manner than in past studies; and
- The study team and City staff reviewed the classification of businesses remitting sales tax to ensure they were appropriately classified for the sales tax analysis. The staff and study team paid particular attention to areas where residents and staff have had questions about past sales tax sources results (e.g., automobile sales, online sales, and building materials).

The analysis was completed for three years from 2018 through 2020. The two years prior to the pandemic showed a slightly higher percentage paid by visitors, which makes sense based on the impact of the pandemic on the tourism industry. BBC will provide a model that can be used by staff each year in order to update the analysis between formal studies.

FISCAL IMPACT:

There is no direct fiscal impact for this item.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 16-23, a resolution accepting the City of Grand Junction Sales Tax Sources 2022 study.

Attachments

1. Report on Source of Grand Junction Sales Tax Revenue
2. RES-Sales Tax Study Approval 020723



Sources of Grand Junction Sales Tax Revenue 2018-2020

City of Grand Junction

FINAL REPORT

Final Report

February 8, 2023

Sources of Grand Junction Sales Tax Revenue 2018-2020

Prepared for

Jodi Welch
Finance Director
City of Grand Junction
City Hall
250 North 5th Street
Grand Junction, CO 81501

Prepared by

BBC Research & Consulting
1999 Broadway, Suite 2200
Denver, Colorado 80202-9750
303.321.2547 fax 303.399.0448
www.bbcresearch.com
bbc@bbcresearch.com



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Sources of Grand Junction Sales Tax Revenue 2018-2020

The City of Grand Junction (the City), relies heavily on the sales tax revenues to fund government operations. The City collects sales tax from more than 7,000 vendors in the City on retail tangible personal property as defined by City Ordinance #2551. As such, 60 percent of City General Fund revenues come from sales, use and lodging taxes. The current sales tax rate in Grand Junction is 3.25 percent, increased by 0.50 percent in 2019 by a vote of Grand Junction citizens for the purpose of supporting fire and police services in the City. The City has retained BBC Research & Consulting to provide an analysis of the primary sources of the economic activity that results in sales tax revenues, following a past study done in 2015. BBC has worked with the City staff to update the past study, with the most recent information available, across a longer time period to capture additional nuances in the post-pandemic economy.

Summary of Sales Tax Sources

As shown in Figure 1, in 2020 BBC estimated sales tax revenues from four sources:

- Purchases from Grand Junction households (29.7%);
- Purchases from non-Grand Junction households (23.2%);
- Spending by visitors from outside of Mesa County (25.2%); and
- Sales to businesses (21.9%).

Figure 1.
Grand Junction Sales Tax Sources

Consumer Type	2018		2019		2020	
	Dollar Amount	Percentage of Total	Dollar Amount	Percentage of Total	Dollar Amount	Percentage of Total
Households in:						
Grand Junction	\$ 13,705,092	28.9%	\$ 13,845,129	28.4%	\$ 16,696,972	29.7%
Remainder of Mesa County	\$ 10,842,946	22.9%	\$ 10,915,877	22.4%	\$ 13,068,540	23.2%
Visitors	\$ 12,941,396	27.3%	\$ 13,300,353	27.9%	\$ 14,181,558	25.2%
Businesses	\$ 9,901,585	20.9%	\$ 10,633,049	21.2%	\$ 12,326,982	21.9%
Total	\$ 47,391,018	100%	\$ 48,694,408	100%	\$ 56,274,052	100%

Source: BBC Research & Consulting 2023.

Compared to 2007 and 2015, these estimates represent a decrease in the proportion of sales taxes derived from businesses and visitors from outside of Mesa County. It is important to note that sales taxes in 2020 were substantially impacted by the COVID-19 pandemic. As a result, the City wanted to analyze sales tax from 2018 and 2019. In addition, the overall magnitude of sales tax revenues increased in 2020 due to the increase in sales tax rates.

The remainder of this report provides details on the sales tax sources in the City and the process used to derive these estimates.

Methodology

The sales taxes collected by the City can be attributable to four sources:

- Purchases by City of Grand Junction households;
- Purchases by non-Grand Junction households in Mesa County;
- Sales to businesses; and
- Spending by visitors from outside of Mesa County.

The study team has used various tools of economic and financial analysis to estimate the share of sales tax revenues attributable to each of these sources, outlined in the following steps:

Step 1: Number of households. The Colorado Department of Local Affairs State Demography Office provides estimates of the number of households in each county throughout the state and certain communities within the County. BBC took the estimated number of households in Mesa County and Grand Junction for 2019 from the State Demography Office, as shown in Figure 2.

Figure 2.
Number of Households

	2017	2018	2019
Number of households			
Mesa County	66,520	67,293	68,186
Grand Junction	28,620	29,150	29,574
Household size			
Mesa County	2.29	2.29	2.29
Grand Junction	2.46	2.46	2.46
Share of Grand Junction households in Mesa County			
	43.0%	43.3%	43.4%

Source: State Demography Office, Colorado Department of Local Affairs.

Step 2: Household income. BBC used data from the American Community Survey (ACS) from the United States Census Bureau for 2015-2019 to determine the median household income for Mesa County households and Grand Junction households. Multiplying the median household income, with the number of households in the previous step, the study team calculated the total household income for Mesa County households and Grand Junction households. BBC then estimated the median household income for households in Mesa County that are not in Grand Junction, as shown in Figure 3.

Figure 3.
Total Households income in Grand Junction, Mesa County, and Mesa County Households Outside of Grand Junction

	Median Household Income	Number of Households	Total Household Income (Millions)	Share of Household Income
Grand Junction households	\$52,504	29,574	\$1,553	41%
Mesa County households outside Grand Junction	\$57,699	38,612	\$2,223	59%
Mesa County households	\$55,379	68,186	\$3,776	100%

Source: ACS 2015-2019 estimates, US Census Bureau.

Step 3: Consumer Expenditure estimates. Using data from the Bureau of Labor Statistics' 2019 Consumer Expenditure Survey (CES), BBC estimated the proportion of household income for Mesa County residents (both residents from Grand Junction and those from the remainder of the County) devoted to taxable purchases. To do so, BBC collected data from CES on share of income by expenditure category, for the 3rd income quintile, as associated with the Mesa county and Grand Junction household income estimations. Using this methodology, BBC estimated that taxable retail expenditures account for slightly more than one-third of spending by households in Mesa County and Grand Junction, as shown in Figure 4.

Figure 4.
Consumer expenditures estimates

Source:
Bureau of Labor Statistics 2019 Consumer Expenditure Survey.

Expenditure Class	3rd Quintile Share (U.S.)
Non-Retail Expenditures	44.0%
Exempt Retail Expenditures	17.7%
Taxable Retail Expenditures	31.7%
Non-Spending	6.6%

The spending categories in each of these expenditure classes is further detailed in Figure 5. Each spending category from the CES data and its corresponding proportion of income is categorized into taxable and non-taxable expenditures. BBC then estimated the total expenditures for Grand Junction households, Mesa County households, and households in Mesa County that are outside of Grand Junction by multiplying share of income for each category by total household income.

Figure 5.
Detailed consumer expenditures

Expenditure Class	Expenditure Category	Share (U.S., 3rd Income quintile)	Grand Junction Households	Remainder Households	Mesa County Households
Non-Retail Expenditures (44%)	Shelter	18.6%	\$289	\$414	\$702
	Household Operation	2.1%	\$33	\$47	\$79
	Other Fuels, Water, Sewer	1.2%	\$19	\$27	\$45
	Health Insurance	5.7%	\$89	\$127	\$215
	Medical Services	1.4%	\$22	\$31	\$53
	Education	1.2%	\$19	\$27	\$45
	Life & Personal Insurance	0.6%	\$9	\$13	\$23
	Cash Contributions	2.3%	\$36	\$51	\$87
	Pensions & Social Security	7.5%	\$116	\$167	\$283
Vehicle Finance Charges	3.2%	\$50	\$71	\$121	
Exempt Retail Expenditures (17.7%)	Groceries	7.8%	\$121	\$174	\$295
	Prescription Drugs	0.8%	\$12	\$18	\$30
	Tobacco Products & Smoking Supplies	0.6%	\$9	\$13	\$23
	Fees and Admissions	0.7%	\$11	\$16	\$26
	Gasoline and Motor Oil	3.7%	\$57	\$82	\$140
	Utilities: Electric, Natural Gas	3.2%	\$50	\$71	\$121
	Public Transportation	0.9%	\$14	\$20	\$33
Taxable Retail Expenditures - Consumer Goods (31.7%)	Housekeeping Supplies	1.2%	\$18	\$26	\$44
	House Furnishings & Equipment	3.1%	\$48	\$69	\$117
	Entertainment Equipment	1.6%	\$25	\$36	\$60
	Apparel & Accessories	2.7%	\$42	\$60	\$102
	Personal Care Products and Services	1.2%	\$19	\$27	\$45
	Non-Prescription Drugs & Medical Supplies	0.3%	\$5	\$7	\$11
	Books	0.2%	\$3	\$4	\$7
	Pets, Toys, Entertainment, Misc. Retail	3.1%	\$48	\$69	\$117
	Motor Vehicle Purchases	7.1%	\$110	\$158	\$268
	Motor Vehicle Maintenance (Parts)	1.4%	\$22	\$31	\$53
	Eating & Drinking	6.5%	\$101	\$145	\$245
Utilities: Telephone	2.5%	\$39	\$56	\$94	
Vehicle Rentals and Leases	1.1%	\$17	\$25	\$42	
Non-Spending (6.6%)	Taxes & Other (savings)	6.6%	\$102	\$147	\$249
Total Product		100.0%	\$1,553	\$2,228	\$3,777

Source: Bureau of Labor Statistics 2019 Consumer Expenditure Survey.

Step 4: Spending in Grand Junction by Grand Junction residents. A portion of household spending by Grand Junction residents were made outside of the City. Based on information from past studies and knowledge of the way sales taxes are attributed from discussions with the City staff, BBC estimated that approximately \$418 million of the more than \$490 million of Grand Junction household expenditures were made in the City, as shown in Figure 6.

Figure 6.
Spending in Grand Junction by Grand Junction Residents

Taxable category	% Spent in Grand Junction	Contribution to tax base	Sales tax receipts
Apparel & Accessories	70%	\$29.4	\$1.0
Books	70%	\$2.1	\$0.1
Eating & Drinking	80%	\$80.8	\$2.6
Entertainment Equipment	75%	\$18.8	\$0.6
House Furnishings & Equipment	75%	\$36.0	\$1.2
Housekeeping Supplies	90%	\$16.2	\$0.5
Non-Prescription Drugs & Medical Supplies	90%	\$4.5	\$0.1
Personal Care Products	90%	\$17.1	\$0.6
Utilities: Telephone	100%	\$39.0	\$1.3
Pets, Toys, Entertainment, Misc. Retail	100%	\$40.8	\$1.3
Motor Vehicle Purchases	100%	\$110.0	\$3.6
Motor Vehicle Maintenance (Parts)	90%	\$19.8	\$0.6
Vehicle Rentals and Leases	20%	\$3.4	\$0.1
Total		\$417.9	\$13.6

Source: Past reports of Grand Junction sales tax analysis.

For each taxable expenditure category in the CES data, the proportions of estimated spending in Grand Junction by Grand Junction residents are multiplied by the total estimated spending for each category to determine the contribution to the tax base. Using the current sales tax rate of 3.25 percent, BBC then estimated the sales tax receipts generated by spending in Grand Junction by Grand Junction residents.

Step 5: Spending in Grand Junction by Mesa County households outside of Grand Junction.

Mesa County residents who live outside of Grand Junction likely make a substantial portion of their retail purchases within the City. Certain taxable expenditures, however, are attributed to the location of the resident making the purchase (such as motor vehicles). As a result, the taxes for those purchases would be collected outside of Grand Junction even if the purchase was made in Grand Junction. Excluding those types of purchases, Mesa County households that are not located in Grand Junction spend approximately \$706 million on taxable retail purchases annually. Based on information from the last study and information about sales tax attribution, BBC estimates that approximately 53 percent of those expenditures occur in Grand Junction, as shown in Figure 7.

Figure 7.
Spending in Grand Junction by Residents in Mesa County

Taxable category	% Spent in Grand Junction	Contribution to Tax base
Apparel & Accessories	60%	\$36.0
Books	60%	\$2.4
Eating & Drinking	50%	\$72.5
Entertainment Equipment	65%	\$23.4
House Furnishings & Equipment	70%	\$17.5
Housekeeping Supplies	90%	\$62.1
Non-Prescription Drugs & Medical Supplies	90%	\$23.4
Personal Care Products	90%	\$6.3
Utilities: Telephone	70%	\$39.2
Pets, Toys, Entertainment, Misc. Retail	75%	\$20.3
Motor Vehicle Maintenance (Parts)	85%	\$47.6
Vehicle Rentals and Leases	90%	\$22.5
Total		\$373.2

Note: Excludes expenditures related to motor vehicle purchases and utilities, as these are tied to the residence and not subject leakage.

Source: Past studies of sales tax sources for the City of Grand Junction.

Step 6: Categorization of sales tax receipts. The City provided sales tax receipts data by vendor establishments for the years 2018, 2019 and 2020. BBC classified the sales tax receipts data from the City into categories based on their NAICS code and their breakdown is shown in Figure 8. Less than one percent of the data has remained unclassified.

Figure 8.
Spending in Grand Junction by Residents in Mesa County

Sales tax receipts category	2018	2019	2020
Unclassified	\$ 123,086	\$167,183	\$206,140
Finance & Insurance	\$ 210,125	\$214,844	\$232,465
Construction	\$ 803,377	\$777,568	\$873,421
Communications & Utilities	\$ 3,284,753	\$2,833,987	\$2,731,639
Services: Business	\$ 1,607,109	\$1,761,267	\$1,764,125
Services: Lodging	\$ 1,561,566	\$1,613,764	\$1,232,367
Manufacturing And Wholesale Trade	\$ 13,654	\$14,951	\$21,437
Online retail	\$ 1,461,979	\$1,614,828	\$2,498,526
Retail Trade: Restaurants & Bars	\$ 6,072,349	\$6,369,003	\$6,719,791
Retail Trade: Building Materials	\$ 6,838,435	\$7,196,985	\$9,543,801
Retail Trade: Motor Vehicles & Parts	\$ 7,724,553	\$8,260,476	\$9,331,056
Retail Trade: Consumer Goods & Personal Services	\$ 17,690,033	\$17,869,553	\$21,119,285
Total	\$ 47,391,018	\$48,694,408	\$56,274,052

Source: Sales tax data from the City of Grand Junction.

BBC then mapped each of these categories from the sales tax receipts data to taxable expenditure categories in the CES data, as shown in Figure 9.

Figure 9.
Crosswalk between CES Data and City Sales Tax Data

CES categories	City sales tax data categories
Apparel & Accessories	Retail Trade: Consumer Goods & Personal Services
Books	Retail Trade: Consumer Goods & Personal Services
Eating & Drinking	Retail Trade: Restaurants & Bars
Entertainment Equipment	Retail Trade: Consumer Goods & Personal Services
Vehicle Rentals and Leases	Retail Trade: Consumer Goods & Personal Services
House Furnishings & Equipment	Retail Trade: Building Materials
Housekeeping Supplies	Retail Trade: Consumer Goods & Personal Services
Non-Prescription Drugs & Medical Supplies	Retail Trade: Consumer Goods & Personal Services
Personal Care Products	Retail Trade: Consumer Goods & Personal Services
Utilities: Telephone	Communications & Utilities
Pets, Toys, Entertainment, Misc. Retail	Retail Trade: Consumer Goods & Personal Services
Motor Vehicle Purchases	Retail Trade: Motor Vehicles & Parts
Motor Vehicle Maintenance (Parts)	Retail Trade: Motor Vehicles & Parts

Source: BBC Research & Consulting.

Step 8: Calculating the share of sales tax expenditures attributable to Grand Junction Residents. Using the crosswalk between CES expenditure categories and the city sales tax receipts data, BBC calculated the share of tax receipts attributable to Grand Junction residents, as shown in Figure 10.

Figure 10.
Share of Tax Receipts Attributable to Grand Junction Residents

Taxable category	City sales tax data	CES estimations for GJ residents	Reallocation	Proportion
Retail Trade: Consumer Goods & Personal Services	\$ 21,069,209	\$ 4,298,125	\$ 3,562,710	17%
Retail Trade: Motor Vehicles & Parts	\$ 9,331,056	\$ 4,218,500	\$ 3,861,000	41%
Retail Trade: Building Materials	\$ 9,543,801	\$ 1,170,000	\$ 2,957,505	31%
Retail Trade: Restaurants & Bars	\$ 6,719,791	\$ 2,626,000	\$ 2,297,750	34%
Communications & Utilities	\$ 2,731,639	\$ 1,267,500	\$ 190,139	46%
Online retail	\$ 2,548,601		\$ 2,548,601	100%

Source: BBC Research & Consulting.

For each category shown in Figure 10, the CES estimations of spending by Grand Junction residents within the City shown in step 4, and the corresponding sales tax receipts make up the proportion of total City sales tax receipts that is attributable to Grand Junction residents. For retail trade in consumer goods and personal services, the estimation is adjusted to exclude online retail sales. In retail trade in motor vehicle and parts, the estimation is adjusted down by approximately 4 percent to account for some of the transactions in this category to take place at general retail stores for common maintenance parts, oil, etc. This adjustment amount is determined from the corresponding difference amount of reducing the CES estimate of

proportion of spending by Grand Junction residents from 100 percent to 90 percent. This remaining adjustment amount is then reallocated to the retail trade in consumer goods and personal services category. Similarly, the CES estimate for retail trade in restaurant and bars is adjusted down to incorporate spending in grocery stores, and the corresponding amount is reallocated to retail trade in consumer goods and personal services. CES estimations for spending in communication and utilities is directly accounted for the proportion attributable to Grand Junction residents, and the remaining is reallocated to retail trade in consumer goods to account for spending in telecommunications equipment, related services, etc.

Step 9. Remaining calculations. After determining the share of sales tax receipts attributable to Grand Junction residents using the assumptions outlined in step 8, the same process is carried out for Mesa County residents.

For visitors, based on past studies and discussions between BBC and the City staff, the remaining of the sales tax receipts after subtracting what is attributable to Grand Junction and Mesa County residents is distributed as shown in Figure 11. Remaining receipts in retail trade in consumer goods, motor vehicles and parts, restaurants and bars are attributable to businesses. Following that, all of manufacturing wholesale and trade, business services, construction, finance, and insurance, are attributable to businesses.

Figure 11.
Share of Remaining Receipts Attributable to Visitors.

Source:
BBC Research & Consulting.

Category	% of remainder imputed to visitors
Construction	0%
Manufacturing and Wholesale Trade	0%
Transportation, Communications, Utilities	0%
Retail Trade, Building Materials	0%
Retail Trade: Consumer Goods & Personal Services	90%
Retail Trade: Business Goods	0%
Retail Trade, Motor Vehicles & Parts	25%
Retail Trade, Restaurants & Bars	90%
Finance & Insurance	0%
Services: Lodging	100%
Services: Business	0%
Services: Visitors	100%

Less than one percent of all expenditures were unclassified by the City or BBC. These expenditures were distributed between the four sources according to the distribution of the classified sales tax expenditures.

Results

BBC estimated sales tax revenue for the City from households in Grand Junction, Mesa County, visitors and businesses. Figure 12 shows the breakdown for 2018, 2019, and 2020. Proportion of sales tax receipts attributable to households in Grand Junction are 28.9%, 28.4% and 29.7% in 2018, 2019 and 2020, respectively.

Figure 12.
Share of Tax Receipts Attributable to Grand Junction Residents

Consumer Type	2018		2019		2020	
	<i>Dollar Amount</i>	<i>Percentage of Total</i>	<i>Dollar Amount</i>	<i>Percentage of Total</i>	<i>Dollar Amount</i>	<i>Percentage of Total</i>
Households in:						
Grand Junction	\$ 13,705,092	28.9%	\$ 13,845,129	28.4%	\$ 16,696,972	29.7%
Remainder of Mesa County	\$ 10,842,946	22.9%	\$ 10,915,877	22.4%	\$ 13,068,540	23.2%
Visitors	\$ 12,941,396	27.3%	\$ 13,300,353	27.9%	\$ 14,181,558	25.2%
Businesses	\$ 9,901,585	20.9%	\$ 10,633,049	21.2%	\$ 12,326,982	21.9%
Total	\$ 47,391,018	100%	\$ 48,694,408	100%	\$ 56,274,052	100%

Source: BBC Research & Consulting.

RESOLUTION NO. __-23

A RESOLUTION ADOPTING THE 2022 BBC RESEARCH AND CONSULTING REPORT ON THE PRIMARY SOURCES OF THE ECONOMIC ACTIVITY THAT RESULTS IN CITY SALES TAX REVENUE AND RATIFYING ACTIONS IN CONNECTION THEREWITH

RECITALS:

In 2015 the City commissioned a study to determine the sources of City sales tax revenue. That study, and the report thereon, considered purchases made by City households, purchases made by non-City households in Mesa County, sales to businesses, and spending by visitors from outside Mesa County.

During 2022, BBC Research and Consulting updated the past study and developed new information regarding the sources of economic activity result in City sales tax revenue and the percentages of tax that are attributable to the four categories of consumers. The results of that study ("City of Grand Junction Sales Tax Sources Report 2022" or "Report") are attached and incorporated as if fully set forth.

The City Council has previously considered the Report and with this Resolution does adopt the Report and the findings made therein as the best evidence of the sources of City sales tax revenue in the City. Furthermore, the City Council recognizes the importance of the Report as the same may be used by the City to evaluate and establish tax policies and strategies concerning the sources of economic activity and the taxes paid by certain taxpayers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the City Council hereby adopts the attached City of Grand Junction Sales Tax Sources Report 2022 ("Report") and ratifies, confirms, and approves the use of the same by the City Council and the officers, employees and agents of the City as may be necessary or required by the City.

PASSED and ADOPTED this 15th day of February 2023.

Anna M. Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #5.b.

Meeting Date: February 15, 2023
Presented By: Amy Phillips, City Clerk
Department: City Clerk
Submitted By: Amy Phillips

Information

SUBJECT:

A Resolution Approving the Election Judges and Compensation for the City of Grand Junction Regular Municipal Election to be Held on April 4, 2023

RECOMMENDATION:

Approve the recommended community members to be the Election Judges for the City of Grand Junction Regular Municipal Election to be held on April 4, 2023.

EXECUTIVE SUMMARY:

Staff received a list from the County recommending 25 experienced election judges who reside in the City. Staff recommended hiring ten judges from the list. To select the 10 judges, staff performed a randomized selection by placing all 25 names in a bowl and drawing out the first 10 to be judges and the next five to be alternates. Staff contacted the community members in order of selection, to determine if they would be willing to serve as a Judge. The following community members are willing to serve the City in the capacity of an Election Judge for the City of Grand Junction Regular Municipal Election to be held on April 4, 2023.

BACKGROUND OR DETAILED INFORMATION:

According to the City Charter, Article II (5) Judges and Clerks, "*judges and clerks of any election shall be selected from a list of persons, one each of whom may be proposed for each election precinct by each candidate. In case there are five candidates or more who present lists at any election, not more than one judge or clerk of election shall be chosen for each precinct from the names proposed by any one candidate. All such lists shall be proposed in writing at least thirty days before election. In case an insufficient number of names are so proposed, the city council may select such number as may be necessary in order to provide three judges and two clerks for each election precinct.*"

FISCAL IMPACT:

Compensation will be \$20.00 per hour for each Judge, with a Lead Judge chosen from among the Judges to be paid \$25.00 per hour. Sufficient funds are included in the 2023 Adopted Budget for the cost of compensating Election Judges and supplies.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 17-23, a resolution selecting Jill Cross, Arie DeGroot, Chuck Edgar, Tyson Goudey, Thomas Haas, John Horan, George Parkhurst, Terry Porter, Betty Richardson, and Vonda Supranovich as the 2023 City of Grand Junction Election Judges.

Attachments

1. RES-Election Judges April 2023 020723

RESOLUTION NO. __-23

**A RESOLUTION APPOINTING JUDGES OF ELECTION FOR THE APRIL 4, 2023,
MUNICIPAL ELECTION**

RECITALS:

According to the City Charter, Article II (5) Judges and Clerks, "judges and clerks of any election shall be selected from a list of persons, one each of whom may be proposed for each election precinct by each candidate. In case there are five candidates or more who present lists at any election, not more than one judge or clerk of election shall be chosen for each precinct from the names proposed by any one candidate. All such lists shall be proposed in writing at least thirty days before election. In case an insufficient number of names are so proposed, the city council may select such number as may be necessary in order to provide three judges and two clerks for each election precinct." Colorado law, C.R.S. 31-10-401 *et. seq.*, further provides that election judges must be registered to vote in Colorado and shall be at least 18 years of age.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION,
COLORADO:

That the following persons be, and they are hereby appointed as Judges of Election for the Municipal Election to be held in the City on Tuesday, April 4, 2023

Jill Cross, Arie DeGroot, Chuck Edgar, Tyson Goudey, Thomas Haas, John Horan, George Parkhurst, Terry Porter, Betty Richardson, and Vonda Supranovich.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND
JUNCTION, COLORADO:

1. That no candidate has proposed any election judge(s).
2. That each Judge of Election named in this Resolution serving on the day of election be compensated for his/her time by the payment of twenty dollars (\$20.00) per hour.
3. That a Lead Judge of Election, chosen from among the other Judges, will be compensated for his/her time by the payment of twenty-five dollars (\$25.00) per hour.

PASSED and ADOPTED this 15th day of February 2023.

Anna M. Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #5.c.

Meeting Date: February 15, 2023

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck Principal Planner

Information

SUBJECT:

A Resolution Designating the Plaza Urrutia Fronton (Basque Handball Court) Located in the Southwest Corner of Canyon View Park Located at 728 24 Road in the City Register of Historic Structures, Sites and Districts

RECOMMENDATION:

The Parks and Recreation Advisory Board reviewed this on January 5, 2023 and recommended approval of both the local and State designations. The Historic Preservation Board heard this item at its February 7, 2023 meeting and voted (5-0) to recommended approval of the designation.

EXECUTIVE SUMMARY:

Consider a request by Western Colorado Basque and the City of Grand Junction to designate the property known as the Plaza Urrutia Fronton (Basque Handball Court) in the City Register of Historic Structures, Sites and Districts.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

City Council adopted Section 21.07.040, Historic Preservation, in the Zoning and Development Code in 1994 which established a City Register of Historic Structures, Sites and Districts, to which eligible resources may be designated. The criteria by which the Historic Preservation Board and Council shall review a proposed designation are specified in the ordinance and are included in the Analysis section of this report. The purpose and effect of designation is: to assist local interests in the preservation of physical structures, sites or districts and to recognize locally significant structures, sites or districts; to provide a mechanism to educate the public on local history, development of the community, architectural styles and housing and business development; to enable the owners of the property in the City to take advantage of historic preservation

programs and opportunities; and to make all properties listed on the City Registry eligible for such incentive programs as may be developed.

GENERAL INFORMATION AND PROJECT GOALS

The Plaza Urrutia Fronton (Basque Handball Court) is owned by the City of Grand Junction and located within Canyon View Park. The goals of this project are to list the Plaza Urrutia Fronton (Basque Handball Court) in the City of Grand Junction Register of Historic Sites, Structures and Districts and, ultimately, the State Register of Historic Places and is requested by the Western Colorado Basque group.

The Parks and Recreation Advisory Board (PRAB) reviewed this on January 5, 2023, and recommended approval of both the local and state designations.

SITE HISTORY

The court was originally built in 1978, in the backyard of Jean Urruty's small ranch, owned previously by farmer Leonard Long. The corner was sold to the City of Grand Junction for Parks use by Bennie Urruty after her husband passed away in 1984. The Fronton was refurbished in 2003 with new flooring poured, and the walls reinforced and aligned for safety by Mays Construction of Grand Junction.

Landscaping around the Fronton was planted by community members and cared for by municipal workers. The Fronton corner was established and built out by the City of Grand Junction with additional amenities, including a new picnic gazebo. Planting areas were installed with shrubs and trees, including an oak tree gifted by Jean and Maggie Doyhenard, representing resilience and freedom for Basque immigrants and their families.

The recent reconstruction of the G and 24 Road intersection eliminated a sizeable amount of green space in this portion of Canyon View Park but the structure continues to be sound and functional.

Historic designation will only include the concrete slab under the Fronton, the Fronton itself and the concrete sidewalks that encircle the Fronton (see Site Map attached).

HISTORIC BACKGROUND

The Fronton was constructed so Basques could play their favorite childhood game in this new place that became their home. Young Basque men found beautiful brides here, then brought their new families to the court to play, laugh, and eat the most amazing lamb imaginable. Sometimes Basque men just got together after Sunday Mass to play, eat, and speak to each other in their native language. Those gatherings were soulful to watch, seeing Basques, who immigrated originally to tend sheep on the Western Slope, finding new ways to make their way here...creating a beautiful pocket of Basque culture in Western Colorado.

The Fronton was built out of necessity. Basque handball (pelota) is played barehanded with a hard rubber ball. Standard handball courts of the day were not robust enough to

withstand the power delivered by a rubber ball batted by a barehanded Basque man. The Basque "Uncles" were asked to play somewhere else because their fun was wrecking everyone else's walls. As a result, Plaza Urrutia was born.

Jean and Bennie Urruty were gracious enough to make a home for the Fronton. It was erected in the backyard of their farm... between a ranch house, a sheep lambing shed, and a silo. Basque celebrations at the Fronton include wedding receptions and get-togethers, celebrating the happiest and saddest days in the lives of Basque families. The events often include traditional music and dancing, contests, and amazing culinary delights. Numerous children's birthday parties, graduations, and memorial remembrances have been held in this place of celebration and calm solace. After Jean Urruty passed in 1984, Bennie eventually sold the corner lot to the City of Grand Junction to complete this corner of the future Canyon View Park.

During the planning and construction of the park, Plaza Urrutia was nearly lost. In the early 2000s, the structure was slated to be razed to make way for more parking for the bigger, more modern plans of the city park complex. The community stood behind the small Basque population and launched a fight that ultimately won City Council approval to preserve the Fronton. Community members and businesses pitched in and worked together to reclaim and refurbish the corner to make it green and welcoming again. It became a place where anyone can play...where a Basque community proudly holds and continues to make fond memories.

In September 2022, Plaza Urrutia hosted a pelota exhibition. It turns out Plaza Urrutia is the only true Basque Fronton in Colorado. World class players representing the North American Basque Association (NABO) demonstrated their skills at the Fronton in Grand Junction. Jean Urruty, the man who built the original handball court, was an early member of NABO.

HISTORIC SIGNIFICANCE

The Plaza Urrutia Fronton is significant because of its ethnic heritage and its association with the historic and continued presence of the Basque community in the City of Grand Junction and its association with Basque culture as a handball court and location where community and cultural events occurred and continue to occur.

Basque immigrant Jean Urruty, who was a founding member of the North American Basque Organization, built the Fronton on his property so that Basque immigrants to the City would have a location to play handball, a game uniquely identified with Basque culture. Aside from being a location where handball is played, the Basque community use the Fronton as a location for gathering in celebration and participation in cultural events including sharing food and speaking the Basque language. As such, the Fronton deftly conveys its significance as a location common to the Basque community.

ANALYSIS

Pursuant to Section 21.07.040(f)(2) of the Zoning and Development Code, designation of a structure in the City Register of Historic Structures, Sites and Districts shall

conform to the following criteria.

(1) Structures. Structures must be at least 50 years old and meet one or more of the architectural, cultural or geographic/environmental significance criteria. A structure can be exempted from the age requirement if the Council finds it to be exceptionally important in other criteria.

The Plaza Urrutia Fronton was constructed 45 years ago, and thus it does not meet the first part of this criterion. However, the structure is a significant cultural site, representing the local and statewide Basque community.

(i) Historic structures or sites shall meet one or more of the following areas of significance in order to be considered for designation.

- (A) Architectural.
- (B) Cultural
- (C) Geographic/Environmental

The Plaza Urrutia Fronton is most significant under the Cultural criterion in that it is associated with a unique, underrepresented culture – the local and state-wide Basque populations.

FINDINGS OF FACT AND RECOMMENDATION

After reviewing the request to designate a portion of the property at 728 24 Road in the City Register of Historic Structures, Sites and Districts, the following findings of fact have been made:

1. The request conforms with Section 21.07.040(f)(2) of the Zoning and Development Code.

Therefore, Staff and the Historic Preservation Board recommend approval of the request.

FISCAL IMPACT:

This action has no fiscal impact.

SUGGESTED MOTION:

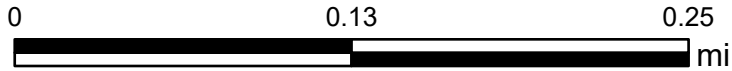
I move to 1) adopt Resolution No. 18-23, a resolution designating the Plaza Urrutia Fronton (Basque Handball Court) located in the southwest corner of Canyon View Park located at 728 24 Road in the City Register of Historic Structures, Sites and Districts; and 2) authorize the City Manager to sign the Owner Consent Form allowing the nomination of the property in the Colorado State Register of Historic Places.

Attachments

1. Plaza Urrutia Vicinity Map

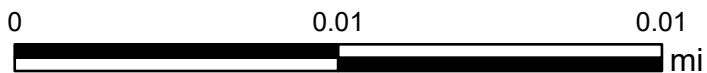
2. Plaza Urrutia Designation Area Map
3. Site Photographs
4. Urrutia Plaza PRAB letter of support 1 23 23
5. Plaza Urrutia SR Eligibility Letter
6. Plaza Urrutia Fronton State Register Owner Consent Form
7. Plaza Urrutia Fronton Designation Resolution

Plaza Urrutia Fronton Vicinity Map



Printed: 1/23/2023
1 inch equals 376 feet
Scale: 1:4,514
Packet Page 85

Plaza Urrutia Fronton Historic Designation Area



Printed: 1/23/2023
1 inch equals 24 feet
Scale: 1:282

Current Photographs:

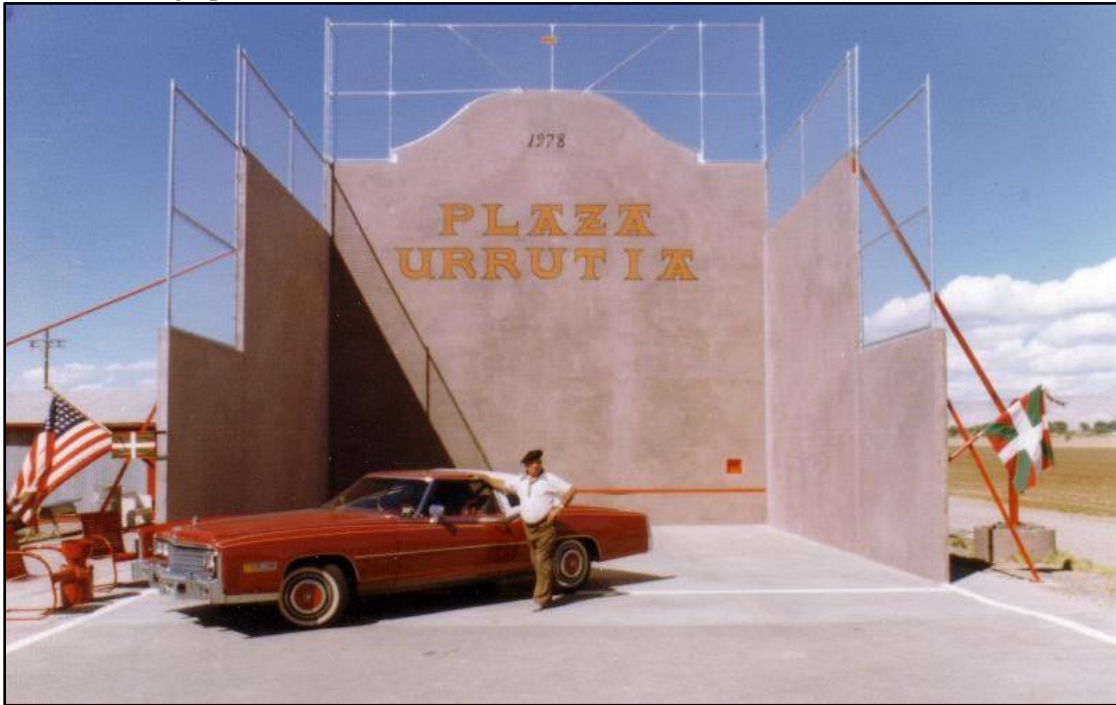








Historic Photographs:



Date of picture is 1978. Photographed is Jean Urruty, who is responsible for the construction of the Fronton in the same year.

January 15, 2023

City Historic Preservation Board
City Council

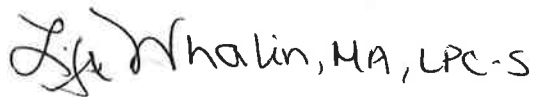
At our Parks and Recreation Advisory Board (PRAB) meeting on January 5, 2023, Kristin Ashbeck, Principle Planner with the City of Grand Junction, presented information regarding the Plaza Urrutia Fronton.

History Colorado is interested in pursuing a historic designation of the Plaza Urrutia Fronton. In September a handball tournament was hosted at the plaza with world class players from the North American Basque Association, representing many states and even internally, in attendance. This is the only true Basque Fronton in Colorado. This structure is culturally significant to the Basque people and though, not yet 50 years old, would qualify for the register because of that cultural significance and as representation of an under-represented group.

A historical designation would open grant funding that supports interpretive signage, and maintenance to keep the facility in good repair. City of Grand Junction staff supports seeking this designation to acknowledge the cultural significance of this court and the Basque people.

The Parks and Recreation Advisory Board (PRAB) discussed this item in depth at our January 5th regular meeting. After lengthy discussion, PRAB voted unanimously to support the application to the City Historic Preservation Board and City Council for the historic designation of the Plaza in the City Register of Historic Sites as well as supporting an application to the State of Colorado Historic Places.

Sincerely,



Lisa Whalin, MA, LPC-S
PRAB Chairperson



HISTORY *Colorado*

December 30, 2022

Ms. Mona (Doyenhard) Dyer
2225 Broadway
Grand Junction, CO 81507

Re: Plaza Urrutia Fronton (site #5ME.24116), 250 North 5th Street, Grand Junction, Mesa County

Dear Ms. Dyer:

Based on the preliminary review by the Office of Archaeology and Historic Preservation, we have determined that the above named property appears to meet the criteria for evaluation and nomination to the State Register of Historic Properties under Criterion A for Ethnic Heritage (Other-Basque) from 1978-1992 as a place of cultural importance and expression associated with Basque community and people in Grand Junction.

If you wish to pursue nomination to the State Register, you may find the nomination and instructions on our website at: www.historycolorado.org/nomination-forms.

Once the completed nomination form and the other required materials are submitted to our office, we will review the forms for completeness and may suggest revisions to clarify and strengthen the nomination before its consideration by the State Review Board. The board currently meets three times each year. If the board approves the nomination, the State Historic Preservation Officer will review the nomination and then make a recommendation to the History Colorado/Colorado Historical Society Board of Directors for the State Register listing.

Our next Review Board meeting for which we are accepting nominations is scheduled for **May 20, 2023**. In order to process the nominations, make the required legal notifications, and submit your nomination to the Review Board, we need to have the completed nomination (with all items on the checklist) on or before **February 5, 2023**. If you need additional time, the following Review Board meeting will be in September 2023 with a draft nomination due in our office by June 5, 2023.

Should you have any questions regarding the nomination process, how to complete the nomination, or other concerns, please feel free to call me at 720.765.0562 or e-mail me at eric.newcombe@state.co.us. We appreciate your interest in historic preservation and look forward to working with you in the months ahead.

Sincerely,

Eric Newcombe
National and State Register Historian

Enclosure:

COLORADO STATE REGISTER OF HISTORIC PROPERTIES

Name of Property _____

County _____

OAHP1414 (Rev. 12/2018)

SECTION VIII

**COLORADO STATE REGISTER OF HISTORIC PROPERTIES
OWNER CONSENT FORM**

***Proof of Ownership must accompany the form. Each partial owner must sign a separate form.
Reproduce form as needed.***

Property Name Plaza Urrutia Fronton

I, Greg Caton
(type or print name)
City Manager
title

certify or affirm that I am the sole owner____; partial owner____; or the legally designated representative
of the owners X of the land X and property X located at
the southwest corner of Canyon View Park located at 728 24 Road
street number and name (or other geographic location)

Grand Junction Mesa
city county

and that I hereby give my written consent and approval for this property's nomination to and inclusion
in the Colorado State Register of Historic Properties.

signature

February 16, 2023
date

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

A RESOLUTION TO DESIGNATE A PORTION OF THE PROPERTY LOCATED AT 728 24 ROAD (CANYON VIEW PARK) KNOWN AS THE PLAZA URRUTIA FRONTON IN THE CITY REGISTER OF HISTORIC STRUCTURES, SITES AND DISTRICTS

WHEREAS, the City Council has established by Ordinance 2765 a City Register of Historic Sites, Structures and Districts in order to officially recognize historic resources of local significance; and

WHEREAS, the City of Grand Junction as property owner of the site is aware of and consents to the designation of the area as a local historic site; and

WHEREAS, the Historic Preservation Board has reviewed the Plaza Urrutia Fronton for conformance to the adopted criteria for designating a historic site and finds that the site meets the following criteria: City Council finds the structure to be exceptionally important to the cultural heritage of the community; the site is associated with a notable person within the community; and the site enhances the sense of identity of the community; and

WHEREAS, the Historic Preservation Board recommended approval of the designation at its February 7, 2023 meeting; and

WHEREAS, the City Council finds that the Plaza Urrutia Fronton meets the criteria set forth by the Historic Preservation ordinance and, therefore, is a significant local historic site that merits recognition and preservation.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THE AREA DEPICTED IN EXHIBIT A IS HEREBY DESIGNATED IN THE CITY REGISTER OF HISTORIC SITES, STRUCTURES AND DISTRICTS

PASSED and APPROVED this ____ day of February, 2023.

ATTEST:

City Clerk

President of Council

EXHIBIT A





Grand Junction City Council

Regular Session

Item #6.a.

Meeting Date: February 15, 2023
Presented By: Greg Caton, City Manager
Department: City Manager's Office
Submitted By: Johnny McFarland, Asst. to the City Manager

Information

SUBJECT:

Authorize American Rescue Plan Act (ARPA) Grant Awards to Grand Valley Catholic Outreach and Housing Resources of Western Colorado

RECOMMENDATION:

Staff recommends approval of this resolution.

EXECUTIVE SUMMARY:

This resolution authorizes the City Manager to make American Rescue Plan Act (ARPA) grant awards to two organizations for a total of \$2,000,000. This includes \$1,000,000 to Grand Valley Catholic Outreach and \$1,000,000 to Housing Resources of Western Colorado.

BACKGROUND OR DETAILED INFORMATION:

At the February 13 City Council Workshop, Council continued deliberation of funding on pending ARPA applications that were recommended to City Council by the ARPA Committee in December 2022. Two of the applications were deemed complete at the February 13 Workshop, aligned with the intent of the ARPA funds purposes, and consistent with the City's housing and homelessness goals. The two applications are briefly outlined below:

The Housing Resources of Western Colorado revolving loan fund, which seeks to make homeownership attainable for low-income Grand Junction residents. The ARPA Committee recommended funding this project at the full requested amount of \$1,000,000.

Grand Valley Catholic Outreach Mother Teresa Place, which seeks to build a supportive housing development of 40 units for homeless individuals in the community.

The original request was for a minimum of \$1,000,000 to a maximum of \$3,000,000. The ARPA Committee recommended funding of \$1,000,000 in their final report to Council.

This resolution authorizes the City Manager to issue a grant award to each of these organizations for the amount recommended by the ARPA Committee.

FISCAL IMPACT:

The American Rescue Plan Fund (Fund 114) accounts for the direct distribution of ARPA federal funds to the City of Grand Junction. A total of \$10.4 million has been received by the City and in 2022, City Council authorized the distribution of \$1.4 million to Visit Grand Junction, Air Alliance, and Sports Commission for lodging revenue loss, leaving a remaining \$9 million available for distribution.

At the time of the adoption of the 2023 budget City Council had not heard the recommendations from the ARPA Committee, nor made any decisions on grant awards, therefore distribution of monies from the American Rescue Plan Fund was not budgeted or appropriated. Therefore a supplemental appropriation is required in the American Rescue Plan Fund of \$2,000,000 for the two grant awards. The supplemental appropriation ordinance is on this agenda for first reading and setting a public hearing for adoption on March 1, 2023.

SUGGESTED MOTION:

I move to approve/not approve Resolution 20-23 authorizing the City Manager to make American Rescue Plan Act (ARPA) Grant awards to Grand Valley Catholic Outreach and Housing Resources of Western Colorado.

Attachments

1. RES-ARPA GVCO and HRWC 20230214 (003)
2. Housing Resources of W Colorado #1075
3. Grand Valley Catholic Outreach #982

RESOLUTION __-22

AUTHORIZING THE CITY MANAGER TO MAKE AMERICAN RESCUE PLAN ACT (ARPA) GRANT AWARDS TO GRAND VALLEY CATHOLIC OUTREACH AND HOUSING RESOURCES OF WESTERN COLORADO

RECITALS:

With the adoption of Resolution 32-22 the City Council created and charged a community advisory board with assisting the City to determine how to best appropriate and expend American Rescue Plan Act (ARPA) "recovery funds." Over the course of eight months in 2022 the Committee reviewed applications for, and made recommendations on, awarding approximately \$9,000,000 that the City received in Federal funds. Those funds, which were made available to the City under the American Rescue Plan Act, have at the City Council's direction to the Committee been considered for use in support of mental and behavior health, housing, and homelessness programs and services.

At the Council's December 20, 2022, work session, the Council heard from six applicants all of which the Committee had reviewed and recommended for funding. One applicant withdrew and of the five remaining applicants, City Council requested additional information from three applicants.

At its February 13, 2023, work session the Council continued its deliberations on funding the pending applications; however, because two of the applications were deemed complete and the intended purposes of the funds are consistent with the City's homelessness and housing goals, the Council directed this resolution be drawn and considered at its February 15, 2023 meeting, and that an appropriation ordinance be introduced in first reading at the same meeting.

As the ARPA funds have been determined by the City to be pandemic revenue replacement, as provided by the applicable rules, and the City Council is vested with the authority to determine how those funds may be expended, the City Council by and with this Resolution affirms and directs the execution by the City Manager of a notice of award of \$1,000,000 to Grand Valley Catholic Outreach for its Mother Teresa House project and a notice of award of \$1,000,000 to Housing Resources of Western Colorado for its revolving loan fund.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the foregoing notices and amounts with payment of said sums of money being contingent on Ordinance ___ being approved and becoming effective and consequentially making a supplemental appropriation to the City's 2023 budget, as described in that Ordinance.

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the City Manager to execute notices of award of American Rescue Plan Act funds in the amount of \$1,000,000.00 for Grand Valley Catholic Outreach and Housing Resources of Western Colorado as provided herein, as recommended by the ARPA Committee, and as further described in the application of each organization.

Anna M. Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk

DRAFT

Print

Letter of Interest for Utilization of American Rescue Plan Act Funding - Submission #1075

Date Submitted: 8/9/2022

Area of Concentration (check one):*



Housing



Homelessness



Mental/Behavioral Health

Name of Organization/Entity

Housing Resources of Western Colorado

Name*

Emilee Powell

Email Address*

emileep@hrwco.org

Address

524 30 Road Suite 3

City

Grand Junction

State

CO

Zip Code*

81504

Phone Number*

9707739738

Community Impact*

Housing Resources requests \$1,000,000 to capitalize a purchase assistance revolving loan fund, making homeownership attainable to low-income Grand Junction residents. The award will fund deferred 0% interest loans of \$25,000 to eligible households, with no monthly payment. This program addresses one of the impacts of COVID: the dramatic increase in homeownership costs. Since June 2020, the median home price has jumped 41% from \$285,000 to \$401,190. In keeping with ARPA SLFRF requirements, the funds would be targeted to households below 80% AMI. A household of 3 making 70% AMI (a good target for under 80% AMI) has income of \$51,800 and could afford a home price of about \$240,000 using standard assumptions of an FHA loan. Current property listings show 57 homes (single family, condos, townhomes and mobilehomes) under that limit, and only 11 of them are single family. With \$25,000 of purchase assistance, purchasing power increases to about \$284,000, the effect of both the direct assistance and the ability to use a conventional loan instead of a high cost FHA loan. With that higher limit, 83 properties are currently listed, 25 of which are single family. Housing Resources would also assist clients to access the State's DPA program, providing another \$25,000. With a \$309,000 purchasing power, buyers would have 130 total homes available, 62 of which are single family. Boosting purchasing power into that \$300,000 range dramatically increases the options and makes homeownership far more attainable. With \$1,000,000, Housing Resources could assist about 40 households in the initial round. The loan fund would be revolving so we would continuously recapture the funds and assist additional households for years to come. The initial capitalization of a purchase assistance program would help us build the vehicle to raise funds from other sources and expand our capacity to serve more households.

Describe the impact of your project and how it will address the city's needs. At a minimum, describe how many people the project is expected to serve, their level of need, the AMI and/or population served. (300 words)

Readiness*

Housing Resources will build on our existing home improvement lending capacity to launch the purchase assistance program quickly. We estimate being able to offer the first loans to eligible households within 3 months of award. To prepare for a home purchase assistance loan program, we would only need to adapt our loans policies and intake documents and conduct outreach with first mortgage providers to educate them on the available funds. The loan program would likely start slowly and then ramp up as we generate partners, build interest, and develop a pipeline of mortgage-approved buyers.

Describe the project timeline, whether the project is dependent on other grant funding or entitlements and whether any other uncertainties exist for the project. (250 words)

Capacity to Perform*

Housing Resources has the staff capacity and expertise to implement the proposed purchase assistance loan program. Our staff already offer intake, pre-purchase counseling, homebuyer education, loan application review, loan origination, loan servicing, and compliance reporting. The director of our lending department has run the lending program for the past six years, coordinating a variety of available products from multiple funding sources. The executive director has 17 years of experience in the affordable homeownership field with a particular focus on affordable mortgage lending and loan fund management. In addition to our lending capacity, Housing Resources offers one-on-one pre-purchase counseling and homebuyer education. We are a HUD-approved counseling agency with three HUD-certified counseling staff. This gives us the capacity to assess the client’s mortgage readiness and purchasing power. If they are not mortgage ready, our counselors help them create individualized action plans to become ready and work with them throughout their path to homeownership. Finally our finance team is skilled in managing public grant funds. We operate multiple programs funded by federal, state and local sources and have the capacity to track these funds and keep them permanently restricted for their intended uses.

Describe your organization’s experience with and capacity to implement the proposed project. Please include the name and position/title of the person who will manage the project. (200 words)

Project Budget and Leverage of Funds*

Based on a sample transaction of a \$309,000 home, the total funds deployed over 40 transactions will reach about \$13,000,000. A typical transaction will be funded with a combination of a first mortgage, the buyer’s cash contribution, the City-funded purchase assistance loan and the State’s downpayment assistance program. Housing Resources will also help clients access any other available sources of assistance that are compatible with the City-funded loan program. By leveraging these other sources, the City’s ARPA grant will be multiplied 13 to 1. A budget showing a sample transaction is attached. The request is a one-time capital expenditure. The minimum amount of funding needed for a viable project is \$250,000. That would only generate about 10 - 12 loans. An award below this amount would serve too few households to make for a viable program.

Include the amount requested as well as the minimum amount of funding needed for a viable project, an estimated budget, whether this is a one-time capital expenditure or a re-occurring expense over a period of time, and what partnerships and other funding will be leveraged for this project. A full project budget is not required at this time, but if available may be attached. If additional details are available regarding budgetary line items such as revenues, expenditures, staffing costs, construction costs, financing, funding partners, etc. please include or attach those documents with this letter of interest. (250 words)

Long-term Sustainability*

Housing Resources will use the grant funds to seed a revolving loan fund program, allowing the funds to be redeployed to future households. Because the funds will be permanently restricted, the assistance program is sustainable in the long term. The individual deferred loans will be secured against the property with a well-recognized mortgage document. This ensures that in a future resale or refinance, Housing Resources will be notified so that we can recapture the funds. In this way, the funds can be reused multiple times. In addition, through our loan servicing procedures, Housing Resources staff will remind homeowners that they will repay this loan upon resale and offer them the opportunity to come to us first when they are ready to sell. This will give us an opportunity to identify another eligible household to purchase that home. Deferred purchase assistance loans are well-tested and used throughout the country. Unfortunately, Grand Junction households have not had as much access to these programs as other communities. Our goal is to establish a local source of assistance that will be easily accessible to Grand Junction residents. By helping us start the loan fund with the first-in capital, this award will help us create the vehicle we can use to raise additional capital from multiple sources.

Describe your plan for continuing this project, program, or service into the future. Include details on a funding plan e.g., existing resources, future grants, donor support or other means of maintaining this project or program in the long-term. (200 words)

Upload Supplemental Documents

Purchase Assistance Loan Budget.pdf

Print

Letter of Interest for Utilization of American Rescue Plan Act Funding - Submission #982

Date Submitted: 7/25/2022

Area of Concentration (check one):*

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Housing	Homelessness	Mental/Behavioral Health

Name of Organization/Entity

Grand Valley Catholic Outreach

Name*	Email Address*
Karen Bland	kabland@juno.com

Address

541 1/2 23 Road

City	State	Zip Code*
Grand Junction	CO	81507

Phone Number*

9702638121

Community Impact*

City's Needs and Impact: Affordable housing and Housing for those who are Homeless are major concerns for the City of Grand Junction. Mother Teresa Place, a supportive housing development of 40 units for those who are homeless, will address Affordable Housing as residents will have approximately 27% or less of the AMI for a Grand Junction single person and will pay no more than 30% of their income in rent. The City has proposed a goal of 45-75 affordable units for the coming year. Mother Teresa Place will provide 53% of that goal. The city's comprehensive plan includes a redevelopment of the south portion of the downtown area. Mother Teresa Place will be constructed in that area and will add to its beautification (as it has done with its two other supportive housing campuses). Number served: Mother Teresa Place will serve 40 Grand Junction citizens who are homeless. As some residents reach a level of stability that allows them to opt for housing in other areas of the city, other persons who are homeless will take their places. None of those to be served will be capable of acquiring housing under current conditions as their income level fluctuates between \$600 and \$800 a month. One-bedroom apartments in Grand Junction are currently listed over \$1,000 a month. (Almost Home Guide, 2022) A further area identified to benefit from ARPA funds is Mental and Behavioral Health. 100% of those who are chronically homeless suffer with either or both mental and behavioral health issues. A majority have physical health issues as well. These are well documented conditions that afflict persons who are homeless. They either become homeless as a result of these conditions or such conditions set in as their period of homelessness increases and they struggle to survive.

Describe the impact of your project and how it will address the city's needs. At a minimum, describe how many people the project is expected to serve, their level of need, the AMI and/or population served. (300 words)

Readiness*

Mother Teresa Place is currently (July 2022) in the schematic design phase. Architects have held meetings with the City Planners and the building committee, and the design adheres to required codes and program needs. Through the rest of this summer cost estimates will be acquired and the design development is scheduled to be completed this fall. If sufficient funding is acquired, we anticipate ground blessing and ground breaking yet in 2022. Vouchers have been requested of the Department of Housing (DOH) and from the Grand Junction Housing Authority for the 40 apartments that will assure the rental cost to residents is no more than 30% of their income. A grant from the DOH will assist with the costs for case management and other supportive services for the residents. With the escalating cost of construction we continue to look for funding for construction. The City of Grand Junction's purchase of the lots upon which Mother Teresa Place will be built has proven to be a strong impetus towards others responding to a request for monetary and in-kind assistance. Although more than \$5 million has been raised from local donors, funding is also being sought through grants with the Department of Housing and several foundations towards an estimated cost between 8 and 9 million (unless construction costs decrease). A generous grant from the city will be a strong impetus toward being awarded a grant from the Colorado Department of Housing.

Describe the project timeline, whether the project is dependent on other grant funding or entitlements and whether any other uncertainties exist for the project. (250 words)

Capacity to Perform*

Catholic Outreach has been providing emergency and transitional housing for people/families for thirty-two years and 63 units of supportive housing for the past fifteen years: the "T" House, agency leased homes, and St. Benedict Place and St. Martin Place, which, together, provide 63 apartments for people who have been chronically homeless. These supportive housing complexes have served to transform lives (and transformed the neighbors in which they are located). Catholic Outreach provides a Director of Housing, case manager, and campus caretakers for each development and will do likewise for Mother Teresa Place. In addition, Hilltop will partner with Catholic Outreach by providing and training personnel for case management and supervision. Catholic Outreach maintains a facilities management team which will be augmented to cover the operation of Mother Teresa Place. Mother Teresa Place will be overseen by Sr. Karen Bland, Executive Director, and managed by Lindy Hodges, Director of Housing

Describe your organization's experience with and capacity to implement the proposed project. Please include the name and position/title of the person who will manage the project. (200 words)

Project Budget and Leverage of Funds*

We are requesting a capital expenditure grant of \$3,000,000 for this project " with a minimum of \$1,000,000. With these funds we still must raise additional dollars as costs continue to escalate. Each apartment will be fully furnished for the residents since persons who are homeless do not have those items necessary to make a home. Recurring expenses and maintenance will be covered by the rental fees paid by each resident. Partnerships are established with contractor and sub-contractors via a request for a donation on their part. As noted in the estimated budget line, a number of preliminary services have already been donated. Partnerships have been forged with the City of Grand Junction and with Hilltop who will provide counseling and case management services and with MindSprings who provide pre-application counseling to prospective tenants. Funding will be leveraged additionally from the Department of Housing and several foundations whose areas of interest include supportive housing. Some staffing costs will be covered by a grant from DOH that is currently in their review cycle. Estimated Budget (Preliminary) (Estimated costs are three to four million below similar supportive housing projects built in other parts of the state.) Acquisition Costs Land \$826,106 (\$825,000 donated) Site Improvement \$36,769 (+ \$10,485 donated) Professional fees Architect \$71,200 (20% donation) Engineering \$3,000 (\$1,650 donated) Attorney \$75,000 (donated) Surveys \$1,700 Testing \$9,685 (+ \$7,500 donated) Construction Cost (estimated at \$300/sq ft = \$8,460,000 Construction Insurance \$75,000 Soft Costs (furnishings 40 units) = \$200,000

Include the amount requested as well as the minimum amount of funding needed for a viable project, an estimated budget, whether this is a one-time capital expenditure or a re-occurring expense over a period of time, and what partnerships and other funding will be leveraged for this project. A full project budget is not required at this time, but if available may be attached. If additional details are available regarding budgetary line items such as revenues, expenditures, staffing costs, construction costs, financing, funding partners, etc. please include or attach those documents with this letter of interest. (250 words)

Long-term Sustainability*

Long term sustainability will mirror the two supportive housing campuses that Catholic Outreach has operated for fifteen years (St. Benedict and St. Martin) through positive fiscal management. Mother Teresa Place will have a covenant that requires it to serve those who are homeless for a specific period of time – usually 25-30 years. A five-year Tenant Support Service grant that is renewable will help provide supportive services to residents. Resident rental income and vouchers will serve to cover operational costs (maintenance) and salaries for plant oversight. Each year Catholic Outreach receives donations designated toward our housing programs. Several foundations fund specific requests for the sustainability of both structures and programs. These foundations will be approached as needed. Our two current supportive housing projects carry no mortgages have never ended a fiscal year with a deficit.

Describe your plan for continuing this project, program, or service into the future. Include details on a funding plan e.g., existing resources, future grants, donor support or other means of maintaining this project or program in the long-term. (200 words)

Upload Supplemental Documents

July photo.pdf



Grand Junction City Council

Regular Session

Item #7.a.i.

Meeting Date: February 15, 2023
Presented By: Daniella Acosta, Senior Planner
Department: Community Development
Submitted By: Scott Peterson, Senior Planner

Information

SUBJECT:

An Ordinance Amending Ordinance No. 4482 for the Casas de Luz Planned Development to Adjust the Maximum Building Height for only Unit 4 from 24 Feet to 34 Feet, Located at 365 W Ridges Boulevard

RECOMMENDATION:

The Planning Commission heard this item at its January 10, 2023 meeting and voted (6-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicant, Casas Land Partners LLC, are requesting to Amend Ordinance No. 4482 for the Casa de Luz Planned Development to adjust the maximum building height for only Unit 4 from 24 feet to 34 feet in anticipation of the next phase of residential development within the Casas de Luz Planned Development.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Casas de Luz Planned Development was originally approved in 2011 by City Council which allows for the development of a total of 20 residential lots and condominium units to be completed over four phases on a total of 1.88-acres located along W Ridges Boulevard in the Redlands. Since 2011, the applicant has received two phasing schedule extensions from the Planning Commission and City Council to amend the original phasing schedule as outlined within Planned Development Ordinance No. 4482 for Casas de Luz in order to keep the project active. One extension was granted in 2015 with a 2017 deadline to record a subdivision plat and start subdivision infrastructure construction and the other extension was granted in 2019 with a December 2022 and 2024 deadline to start infrastructure construction and record a Phase 2 subdivision plat respectfully. The December 2022 deadline to start subdivision

infrastructure construction has been met. The entire project subdivision and building development (Phase 4) is scheduled to be completed by December, 2027.

Presently, the first two single-family attached residential units (Units 1 and 2) are under construction and are anticipated to be completed and receive their Certificate of Occupancy within the first quarter of 2023. The applicant wishes to start construction of the next three single-family attached dwelling units (Units 3, 4 and 5) also within the first quarter of 2023. However, the maximum building height as identified within the original Planned Development Ordinance No. 4482 caps the maximum building height for Unit 4 at 24 feet, not 34 feet for which Units 3 and 5 were approved. The applicant is requesting the height revision due to the fact that in the process of updating the original 2011 architectural drawings and revising the building plans to reflect current market conditions and trends, a new development team and architectural firm determined that adding a third level to Unit 4 would provide better overall project aesthetics and improve the livability of Unit 4. Units 3 and 5 are planned to include a third level as previously approved within Ordinance No. 4482. The proposed increase in height for Unit 4 would not increase the overall height of the three other units, since all three units are attached and Unit 4 is the middle unit.

The default zone district for the Casas de Luz Planned Development residential development is R-8 (Residential – 8 du/ac) zone district. As an example, if the project was to be developed within the R-8 zone district, the maximum building height would be 40 feet. The original ordinance for the Ridges Planned Development had the maximum building height for single-family structures at 25 feet, excluding chimneys. Ordinance No. 4482 for the Casas de Luz Planned Development approved deviations for building heights as identified within the original Ridges Planned Development and the default zone district of R-8 to allow building heights ranging in height from 40' to 30' for Units 1 through 3 and Units 5 through 20. Proposed Unit 4 was the only dwelling unit/building within Casas de Luz that was approved to be less than 30 feet in height at 24 feet.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed Planned Development Amendment to adjust the building height for Unit 4 was held on November 2, 2022, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant, Developer’s representatives and City staff were in attendance along with more than 10 neighbors. The area residents were in general opposition to the building heights as currently stated within Ordinance No. 4482 and the residential development in general and therefore do not support the request to adjust the building height for Unit 4.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application sign on November 10, 2022. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property, as well as neighborhood associations within 1000 feet, on December 30, 2022. The notice of the Planning

Commission public hearing was published on January 3, 2023 in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review is set forth in Section 21.02.150 (b) (2), (e) (1) and (2) (iii) of the Zoning and Development Code. The purpose of this section is to amend the Planned Development Rezoning Ordinance.

a) The Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies;

The request to amend the Casas de Luz Planned Development Outline Development Plan to adjust the building height for Unit 4 is consistent with the following Goals and Policies of the Comprehensive Plan.

- Plan Principle 3: Responsible and Managed Growth
 - o Goal: Support fiscally responsible growth...that promote a compact pattern of growth...and encourage the efficient use of land.
 - o Goal: Encourage infill and redevelopment to leverage existing infrastructure.
 - o The proposed Planned Development Amendment will provide for a current level of maximum building height as allowed under the existing Planned Development as the rest of the properties within the Casas de Luz residential development.

- Plan Principle 5: Strong Neighborhoods and Housing Choices
 - o Goal: Promote more opportunities for housing choices that meets the needs of people of all ages, abilities, and incomes.
 - o The Planned Development Amendment to allow Unit 4 to have a maximum building height of 34' allows for additional floor plan and design flexibility in the type of housing unit that can be built in accordance with the Planned Development for Casas de Luz.

- Plan Principle 8: Resource Stewardship
 - o Goal: Promote the use of sustainable development.
 - o Plan Principle 8 encourages thoughtful planning as it relates to the natural resources and development occurring in the city. It promotes sustainable development through the concentration of development in areas that maximize existing infrastructure, which is already available on the site of the Casas de Luz residential Planned Development. Therefore, this criterion has been met.

b) The rezoning criteria provided in Section 21.02.140 (a) of the Grand Junction Zoning and Development Code.

(1) Subsequent events have invalidated the original premises and findings; and/or

The ordinance establishing the Planned Development zoning and Outline Development Plan for Casas de Luz was approved and adopted by City Council in 2011. The plan contemplated the development of 20 residential lots and condominium units to be

completed over a total of four phases, all on a total of 1.88-acres. The applicant is now proposing to amend the PD Ordinance to adjust the maximum building height for only Unit 4 from 24' to 34'.

The area around the Casas de Luz residential development has continued to develop since 2011 (Redlands Mesa, The Peaks at Redlands Mesa) in accordance with their respective Planned Development zoning. The requested amendment to modify the maximum building height of Unit 4 will allow for additional design flexibility for the respective unit but is not due to subsequent events that have invalidated the original premise and findings. Therefore, no subsequent events have invalidated the original premises and findings and staff finds that this criterion is not met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

The Casas de Luz residential development is currently under construction in accordance with their Planned Development zoning and phasing schedule. The applicant is only requesting to amend the maximum building height of Unit 4 which will allow for additional design flexibility for the respective unit. The character and/or condition of the area has not changed from what was previously approved by the original Planned Development zoning in 2011. Therefore, staff finds that this criterion has not been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

All major utilities are available to the Casas de Luz property and are adequate to serve the residential Planned Development as previously approved. Therefore, staff finds that this criterion is met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

The Casas de Luz residential development is currently under construction in accordance with their Planned Development zoning. The applicant is only requesting to amend the maximum building height of Unit 4 which will allow for additional design flexibility for that respective unit. Therefore, there is not an inadequate supply of designated land available in the community to accommodate the proposed land use since the land area has not changed from what was previously approved by the original Planned Development zoning in 2011. Therefore, staff finds that this criterion has not been met or is applicable to the applicant's request.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The Casas de Luz Planned Development provides a mix of single-family attached and

residential condominium units that meets the intent of the Comprehensive Plan and provides a variety of housing types with more efficient and effective use of the land. However, the proposed amendment is to only adjust the maximum building height for Unit 4 within a three-unit single-family attached building from 24' to 34'. Presently, Units 3 & 5 have a maximum building height of 34' and with the proposed amendment for Unit 4 to also have a 34' maximum building height, would provide better aesthetics according to the applicant since Unit 4 is the middle dwelling unit and would have minimal effect to the neighborhood since the building will sit perpendicular to the existing dwelling units located on Rattlesnake Court. Therefore, Staff finds this criterion has not been met.

c) The planned development requirements of Section 21.05.040 (f) of the Zoning and Development Code;

(1) Setback Standards. Principal structure setbacks shall not be less than the minimum setbacks for the default zone.

No changes to setbacks established with Ordinance No. 4482 are proposed.

(2) Open Space. All residential planned developments shall comply with the minimum open space standards established in the open space requirements of the default zone.

No changes are proposed to open space requirements with this request to adjust the maximum building height for Unit 4.

(3) Fencing/Screening. Fencing shall comply with GJMC 21.04.040 (i).

No changes are proposed to standards established with Ordinance No. 4482. Fencing and screening will be as per Code.

(4) Landscaping. Landscaping shall meet or exceed the requirements of GJMC 21.06.040.

No changes are proposed to standards established with Ordinance No. 4482. Landscaping will be as per Code.

(5) Parking. Off-street parking shall be provided in accordance with GJMC 21.06.050.

No changes are proposed to standards established with Ordinance No. 4482. Parking requirements will be as per Code.

(6) Street Development Standards. Streets, alleys and easements shall be designed and constructed in accordance with TEDS (GJMC Title 29) and applicable portions of GJMC 21.06.060.

No changes are proposed to standards established with Ordinance No. 4482. All proposed driveways and curb-cuts from W. Ridges Blvd will be in accordance with the approved Site Plan.

d) The applicable corridor guidelines and other overlay districts.

There are no applicable corridor guidelines or other overlay districts for this property.

e) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development.

All major utilities are available to the property and are adequate to serve the residential development as proposed. Staff finds that this criteria has been met.

f) Adequate circulation and access shall be provided to serve all development pods/areas to be developed.

Adequate circulation and access is provided to all phases of development. Staff finds that this criterion has been met.

g) Appropriate screening and buffering of adjacent property and uses shall be provided;

Not applicable since all adjacent land uses are residential in character. All HOA tracts of land within Casas de Luz will be fully landscaped in accordance with the Zoning & Development Code. Staff finds that this criterion has been met.

h) An appropriate range of density for the entire property or for each development pod/area to be developed;

No change is proposed for the density within the Casas de Luz development which allows for a total of 20 residential units. Staff finds that this criterion has been met.

i) An appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed.

The only change proposed to the standards is to increase the maximum building height for Unit 4 to 34' to allow for additional usable square footage within the unit. Section 21.05.040 (g) of the Zoning & Development Code outlines that the applicant may deviate from the default district standards subject to the provision of any of the community amenities identified within that section. City staff finds that the Casas de Luz residential development provides a needed housing type with innovative design that utilizes the topography of the site. The design incorporates elements of clustering units to allow for more private open space and view corridors from some of the adjacent properties located along Rattlesnake Court by situating some of the buildings to be

perpendicular to the street rather than developing into a solid row of dwelling units that would reduce and overall further obstruct views.

For clarity, the proposed Ordinance for this request will also amend the previously approved Ordinance No. 4482 by eliminating the reference to Maximum Building Height included as a part of the information under the Default Zone which reads "Maximum Building Height: 40' (The default maximum building height for single family attached and detached, including two family dwellings shall be 25' in conformance with the previously amended Ordinance No. 2596 for the Ridges PD.)" An approval of Unit 4 having a maximum height of 34' will mean all units have deviated from the default zone and the maximum heights for each building are as set forth in the Deviations section of the Ordinance(s). Ordinance No. 4482 includes the maximum heights for Units 1 through 3 and Units 5 through 20. The new proposed Ordinance will replace the height listed for Unit 4 as a maximum height of 34'.

j) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed.

No changes are proposed to standards with Ordinance No. 4482 or subsequent Ordinance No's. 4654 and 4895 which established new phasing schedules for the complete development and build-out of Casas de Luz.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Casas Land Partners LLC request to Amend Ordinance No. 4482 for the Casa de Luz Planned Development to adjust the maximum building height for only Unit 4 from 24' to 34', located at 365 W. Ridges Blvd, the following findings of fact have been made:

1. The request conforms with Section 21.02.150 (b) (2), (e) (1) and (2) (iii) of the Zoning and Development Code.
2. The requested Planned Development Amendment does not conflict with the goals and policies of the 2020 Comprehensive Plan.

Therefore, Planning Commission recommended approval of the requested Planned Development Amendment.

FISCAL IMPACT:

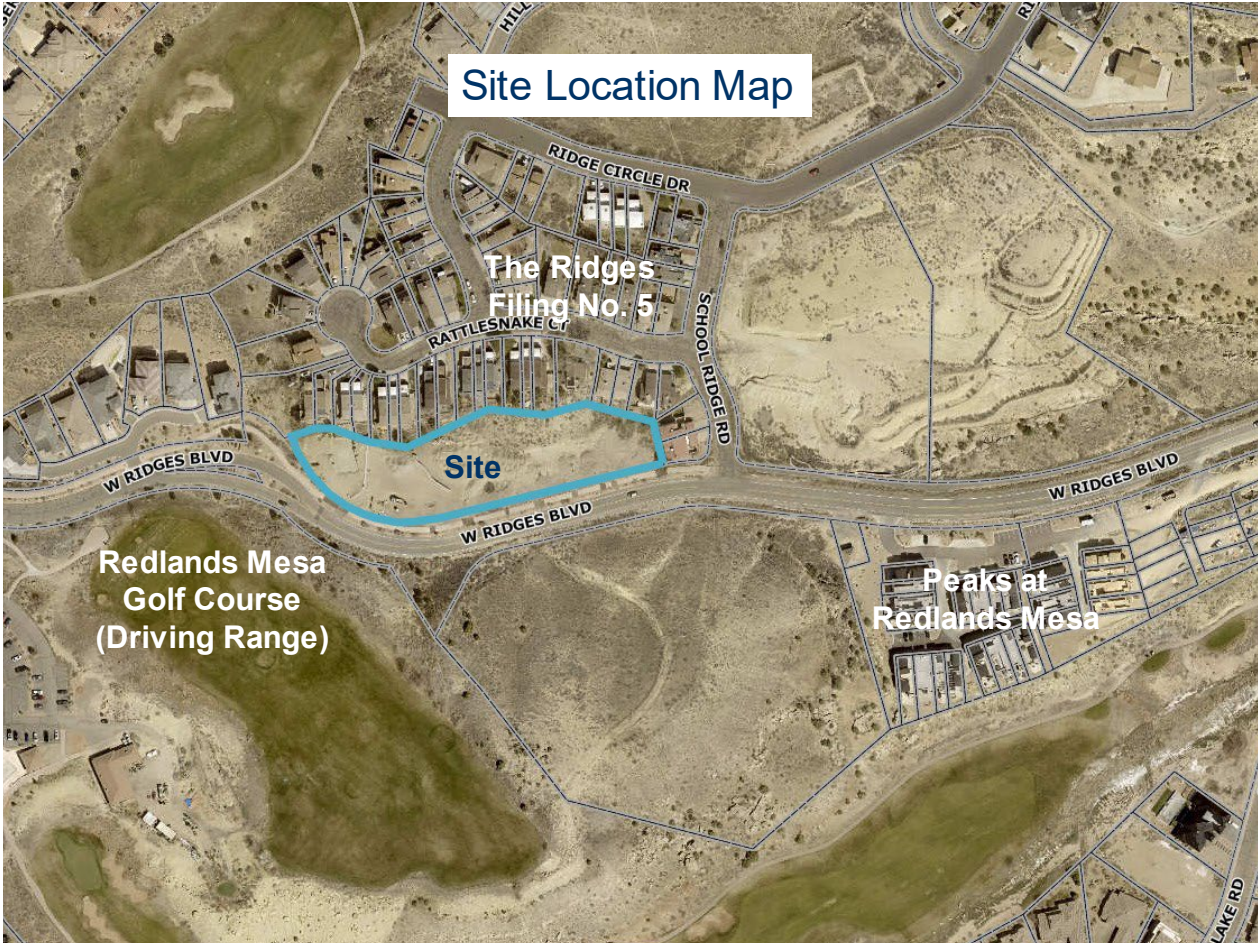
This land use request does not have any direct fiscal impact.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5128, an ordinance amending Ordinance No. 4482 for the Casas de Luz planned development for the purposes of adjusting the maximum building height for Unit 4 from 24 feet to 34 feet, all as described in Ordinance No. 5128, for the property located at 365 W Ridges Boulevard on final passage and order final publication in pamphlet form.

Attachments

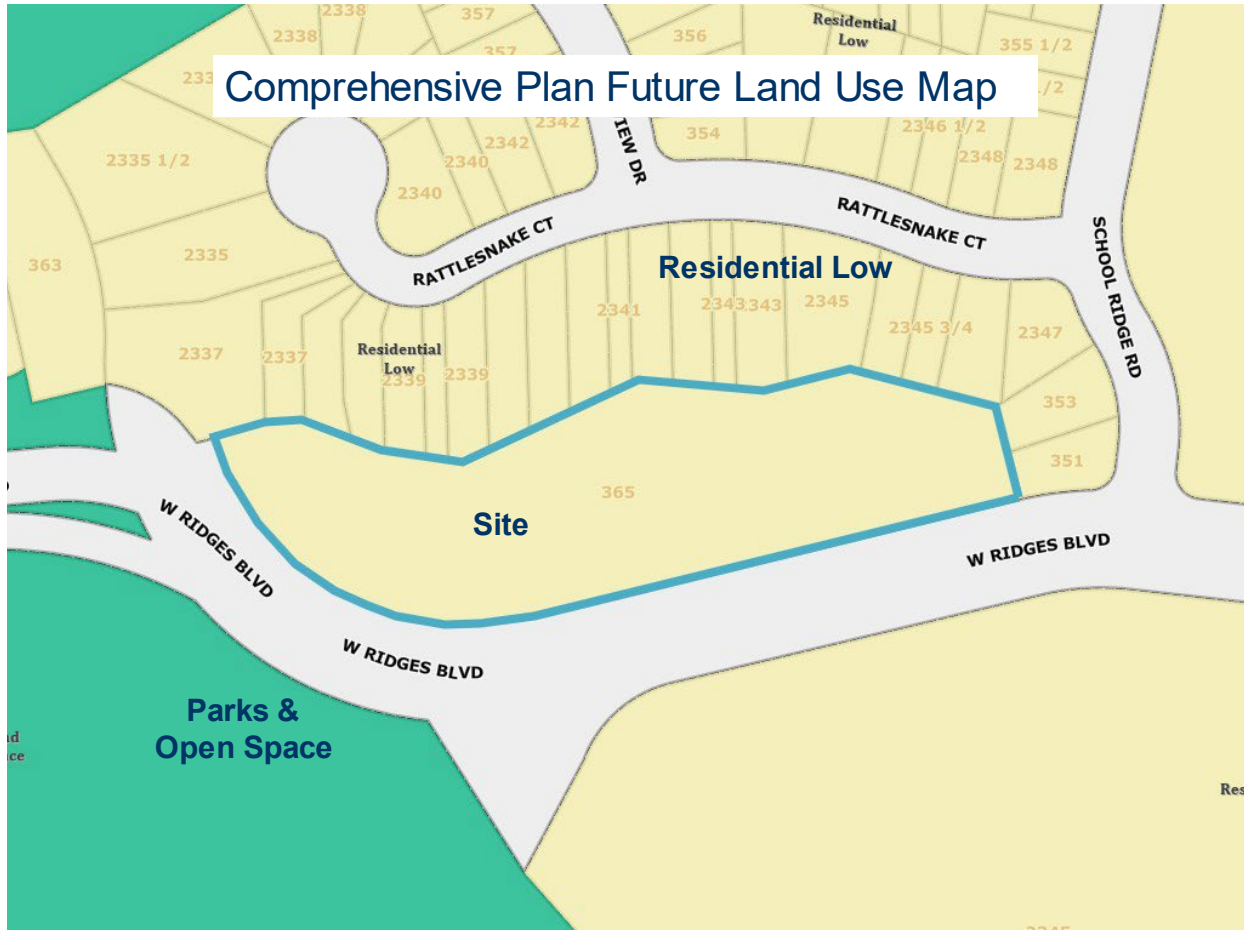
1. Site Location, Aerial Photo, Zoning Maps
2. Site Plan - APPROVED - Construction Plan Set Drawing
3. Architectural Site Plan - Units 1 - 5
4. Building Elevations - Unit 4 - 24'
5. Building Elevations - Unit 4 - 34'
6. Public Correspondence Received - Lyn
7. Development Application Dated 11-4-22
8. Ordinance No. 4482 - 2011
9. Planning Commission Minutes - 2023 - January 10 - Draft
10. ORD-Cas de Luz Amended PD 012323







Comprehensive Plan Future Land Use Map





Google Maps Street view of property from W Ridges Blvd, looking northwest – May, 2021

UTILITY VENDORS

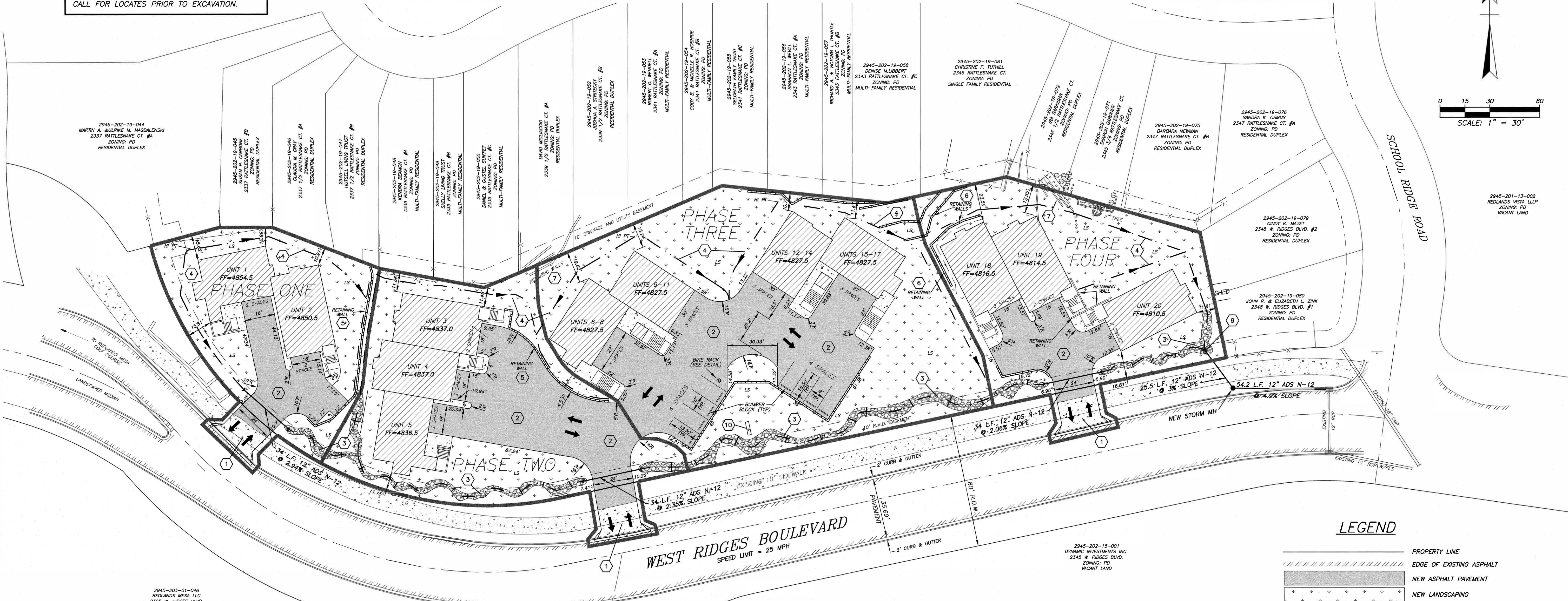
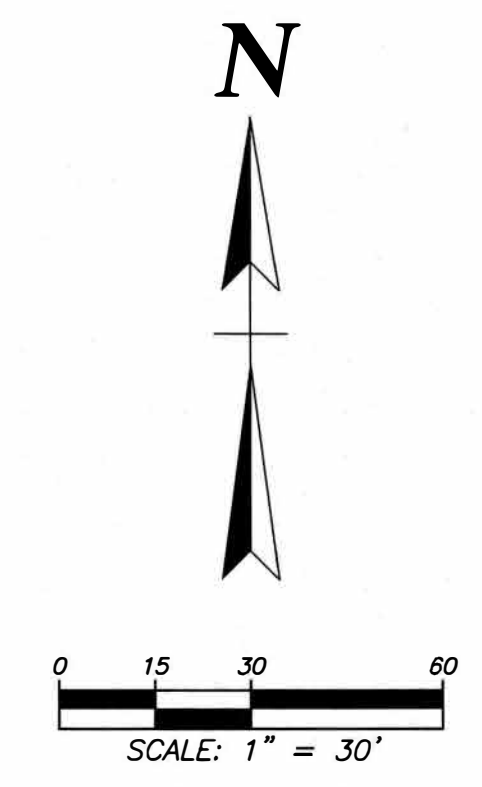
GAS	XCEL ENERGY
ELECTRIC	XCEL ENERGY
TELEPHONE	CENTURY LINK
IRRIGATION	RIDDGES METROPOLITAN DISTRICT
SEWER	CITY OF GRAND JUNCTION
WATER	UTE WATER
CABLE	OPTIMUM COMMUNICATIONS

NOTE: UTILITY LOCATIONS ARE APPROXIMATE. CALL FOR LOCATES PRIOR TO EXCAVATION.

ALL CONSTRUCTION & MATERIALS SHALL COMPLY WITH CITY OF GRAND JUNCTION STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION.

CONTRACTOR SHALL HAVE A SIGNED COPY OF PLANS AND A COPY OF THE CITY OF GRAND JUNCTION STANDARD CONTRACT DOCUMENTS ON THE JOB SITE AT ALL TIMES.

CONSTRUCTION PERMIT NOTE
CONTRACTOR SHALL OBTAIN "WORK IN RIGHT-OF-WAY" PERMIT FOR ALL CONSTRUCTION ACTIVITY OCCURRING WITHIN WEST RIDGES BOULEVARD RIGHT-OF-WAY.



BY:	REVISION:
4/19/11	1 PER REVIEW COMMENTS
7/31/13	2 ELIMINATE PROPOSED FLINGS
5/10/21	3 ADD CONSTRUCTION PHASES

SITE LAYOUT PLAN

DYNAMIC INVESTMENTS, INC.
CASAS DE LUZ
GRAND JUNCTION, COLORADO

SHARPER
Engineering Services, Inc.
1154 N. 4th STREET GRAND JUNCTION, CO 81501
TELEPHONE (970) 255-0909 FAX (970) 242-5663

PROFESSIONAL ENGINEER
5-10-21

SHEET 2 OF 9

LEGEND

	PROPERTY LINE
	EDGE OF EXISTING ASPHALT
	NEW ASPHALT PAVEMENT
	NEW LANDSCAPING
	NEW CONCRETE
	EXISTING CONCRETE
	TRAFFIC FLOW DIRECTION

LAND USE BREAKDOWN

BUILDINGS	17208 S.F.	20.98%
CONCRETE AND ASPHALT	22908 S.F.	27.93%
LANDSCAPING (OPEN SPACE)	41907 S.F.	51.09%
TOTAL (1.88 ACRES)	82023 S.F.	100%

LIST OF ABBREVIATIONS

ROW = RIGHT-OF-WAY
DU = DWELLING UNITS
FF = FINISHED FLOOR
CP = CONTROL POINT
SF = SQUARE FEET
LF = LINEAR FEET
LS = LANDSCAPE
MH = MANHOLE
TYP = TYPICAL
R = RADIUS

BENCH MARK:
CP AND SPIKE
N 31874.41
E 75959.97
ELEVATION=4825.84
NAVD 1988

GENERAL NOTES:

- MAIL DELIVERY WILL BE AS REQUIRED BY UNITED STATES POSTAL SERVICE.
- GARBAGE DISPOSAL SERVICE WILL CONSIST OF INDIVIDUAL TRASH CONTAINERS. ON SITE TRASH DUMPSTERS ARE NOT PROVIDED.
- ADJACENT DRIVEWAY SPACING FOR WEST DRIVEWAY AND CENTER DRIVEWAY IS 225 FEET AS MEASURED FROM CLOSEST EDGE OF EACH DRIVEWAY.
- AN EMERGENCY VEHICLE TURNAROUND IS NOT PROVIDED ON THIS SITE.

REQUIRED PARKING SPACES PER CODE

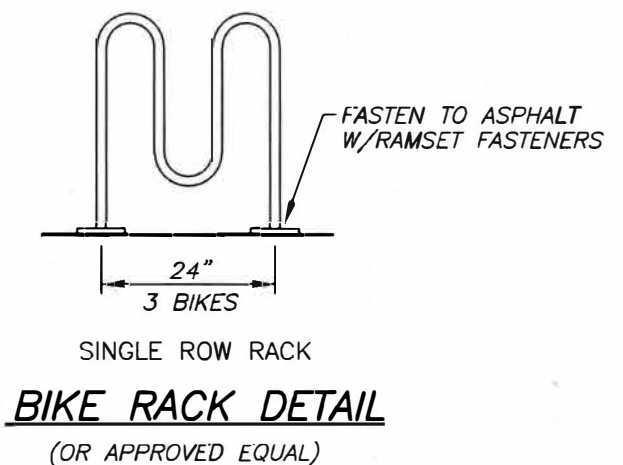
UNITS 1-5, 18-20 SINGLE FAMILY
8 SINGLE FAMILY UNITS
2 PARKING SPACES REQUIRED PER UNIT
8 UNITS x 2 SPACES/UNIT = 16 SPACES

UNITS 6-17 CORE CONDOMINIUMS
12 CONDOMINIUM UNITS, 2 BEDROOMS/UNIT
1.5 PARKING SPACES REQUIRED PER UNIT
12 UNITS x 1.5 SPACES/UNIT = 18 SPACES

TOTAL # PARKING SPACES REQUIRED = 34

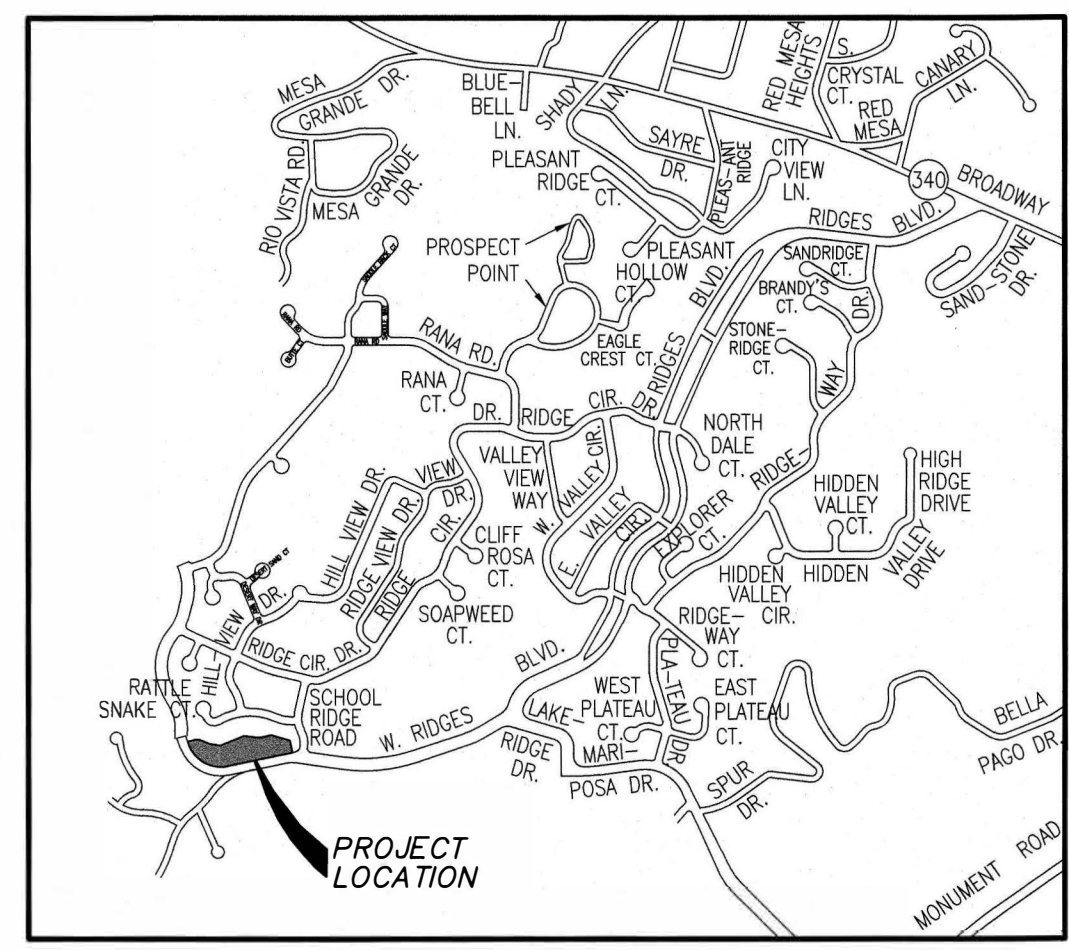
PARKING PROVIDED
64 TOTAL SPACES*

*TOTAL INCLUDES GARAGE SPACES.



PLAN TAG NOTES:

- CONSTRUCT DRIVEWAY SECTION PER STANDARD CONCRETE DETAIL, PAGE C-07 OF CITY STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION, REVISED FEBRUARY 2009. REMOVE EXISTING CURB & GUTTER AND SIDEWALK AT NEAREST JOINT. REPLACE AND MATCH EXISTING ELEVATIONS. REPLACE SIDEWALK WITH COLORED CONCRETE TO MATCH EXISTING. ALL CONCRETE IN 24" DRIVEWAY SECTIONS SHOWN SHALL BE 6" THICK, INCLUDING COLORED SIDEWALK.
- SHADE HATCHING REPRESENTS ALL AREAS TO RECEIVE ASPHALT PAVEMENT. REFER TO SITE-SPECIFIC GEOTECHNICAL REPORT FOR PAVEMENT SECTION.
- PROPOSED ROCK-LINED DRAINAGE CHANNEL FOR WATER QUALITY CONTROL. REFER TO GRADING PLAN (SHEET 5) FOR DETAIL.
- PROPOSED LANDSCAPE ROCK-LINED COLLECTION DITCH TO DIVERT WATER AROUND STRUCTURES. SEE DETAIL ON GRADING PLAN SHEET 5.
- PROPOSED BOULDER LANDSCAPE RETAINING WALL WITH COLLECTION DITCHES. SEE RETAINING WALL DETAIL ON SHEET 7.
- PROPOSED BOULDER LANDSCAPE RETAINING WALL WITH FRENCH DRAIN BETWEEN WALL AND BUILDING. REFER TO SHEET 7 FOR DETAIL.
- EXISTING RETAINING WALLS INSTALLED BY NORTH ADJACENT PROPERTY OWNERS. CONTACT THE ADJACENT PROPERTY OWNER IF RETAINING WALLS MUST BE REMOVED TO PROPERLY GRADE THIS SITE.
- NOT USED ON THIS SHEET.
- SMALL AREA INLET PER CITY STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION, STANDARD STORM DRAIN DETAIL, PAGE D-11.
- MONUMENT STYLE BUSINESS SIGN, APPROX. DIMENSIONS 4' TALL X 8' WIDE. A SIGN PERMIT WILL BE OBTAINED AND COMPLIED WITH PRIOR TO INSTALLATION.



VICINITY MAP

CALL 811 BEFORE YOU DIG

NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.

REVISION:		
#	DATE	COMMENTS

CONSTRUCTION DOCUMENTS

PROJECT NO:
2202

SHEET NAME:
SITE PLAN

DATE:

SHEET NO:

C1.1

SCALE: 1" = 20'-0"



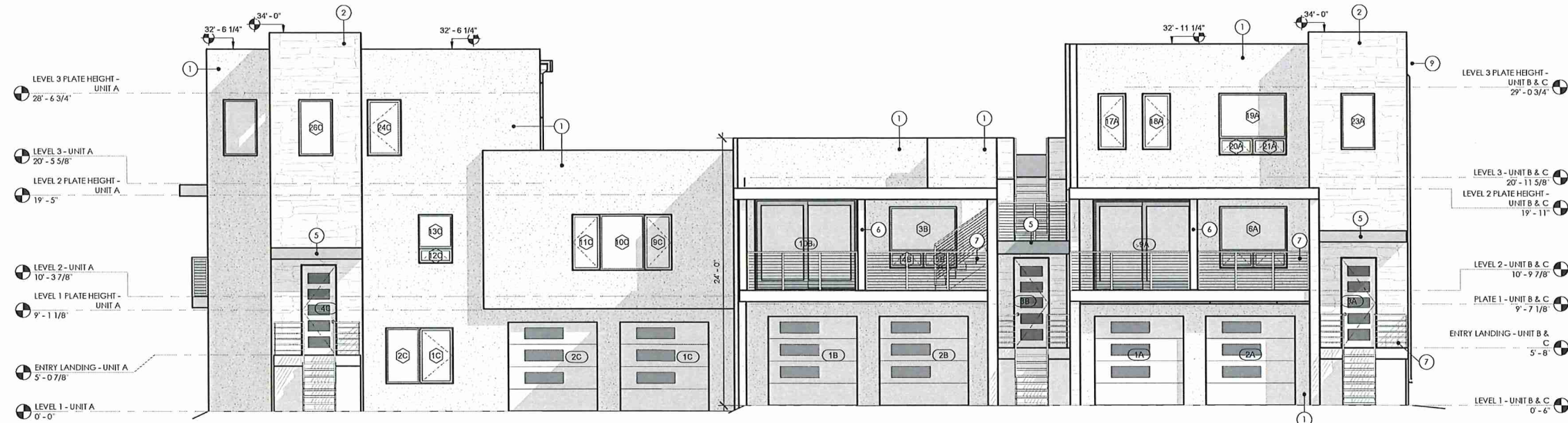
1 SITE PLAN
 C1.1 1" = 20'-0"

UNIT 5

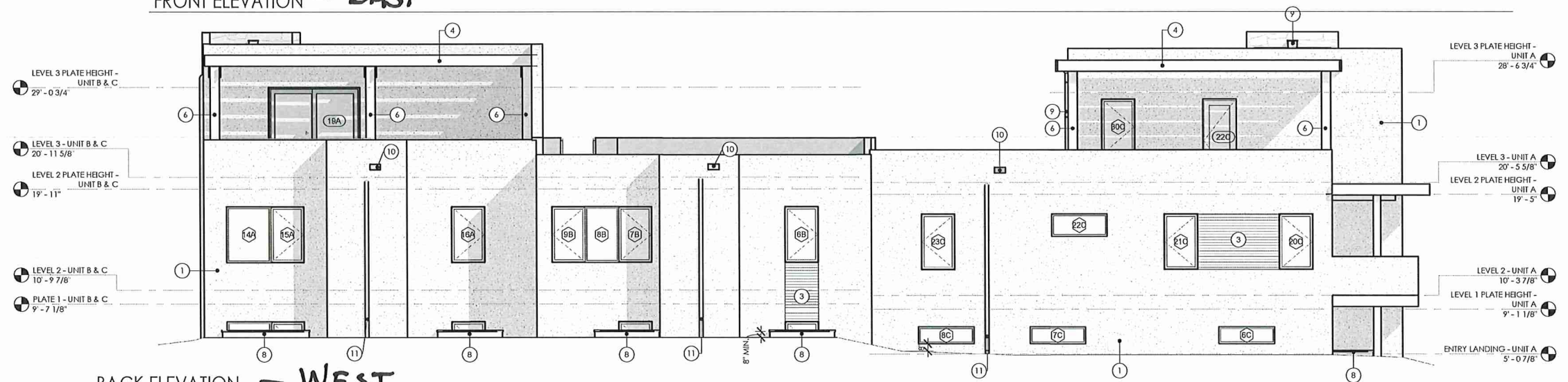
UNIT 4

UNIT 3

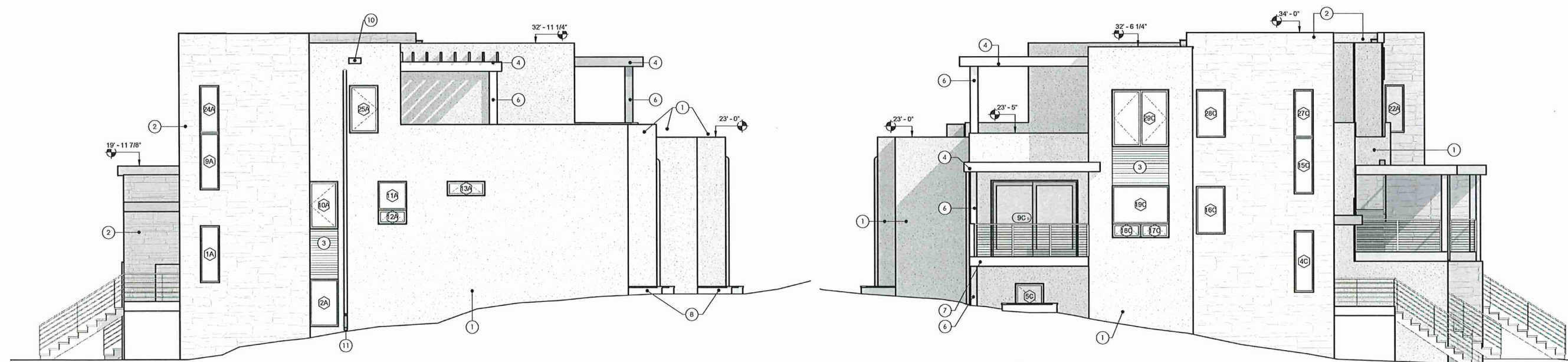
- KEYNOTES:**
1. STUCCO
 2. STONE
 3. METAL SIDING
 4. PRE-FINISHED MTL. PERGOLA
 5. PRE-FINISHED MTL. AWNING
 6. PRE-FINISHED MTL. COLUMN
 7. METAL RAILING
 8. WINDOW WELL
 9. SCUPPER AND DOWNSPOUT
 10. OVERFLOW SCUPPER
 11. ROOF DRAIN



FRONT ELEVATION - EAST



BACK ELEVATION - WEST



SIDE 1 ELEVATION - NORTH

SIDE 2 ELEVATION - SOUTH

kda
KRAAIDESIGN
ARCHITECTURE

573 W. CRETE CIR. BLDG 201
GRAND JUNCTION, CO 81505
T: 970.712.5045

Casas De Luz Unit 3 - 5

UNIT 4 - 24' TALL

365 West Ridges Blvd. Grand Junction, CO

REVISION:		
#	DATE	COMMENTS

CONSTRUCTION DOCUMENTS

PROJECT NO: 2202

SHEET NAME: EXHIBIT 1

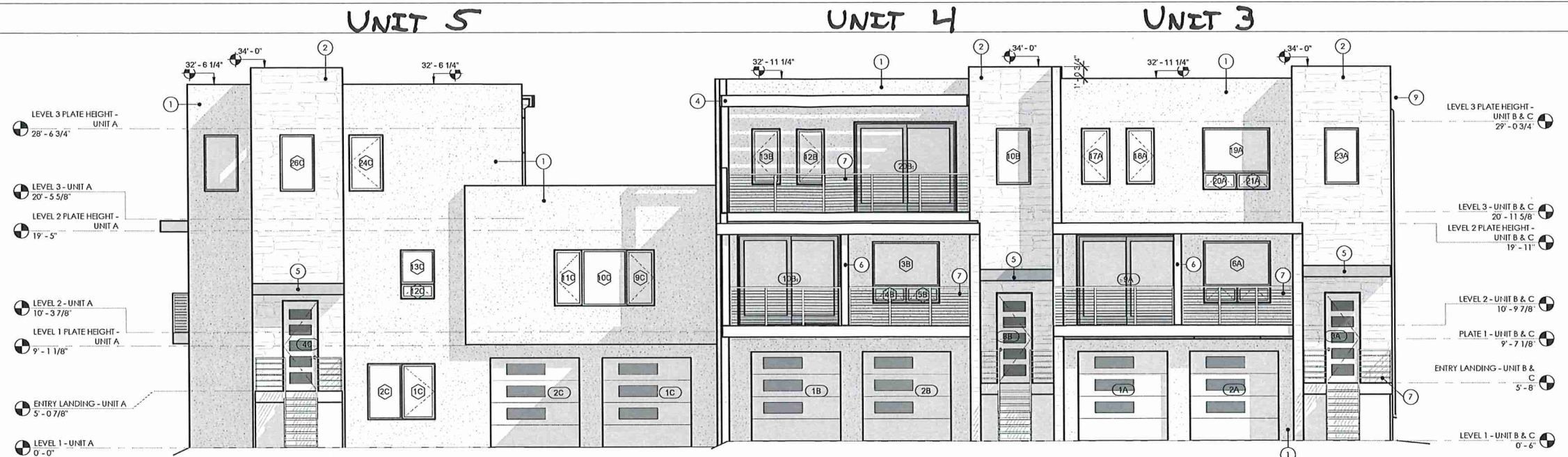
DATE: 06/20/2022

SHEET NO:

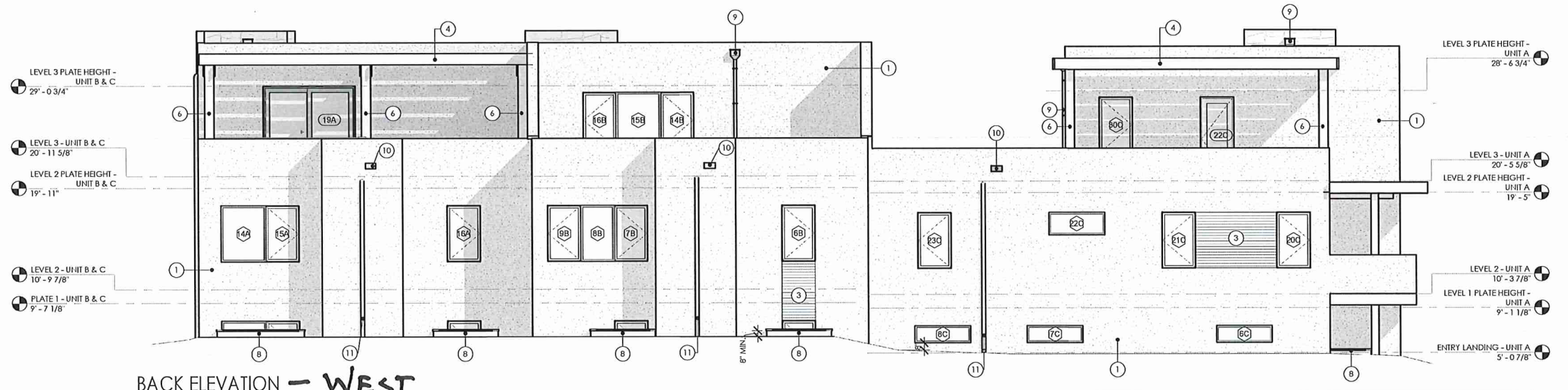
EX1

SCALE: As indicated

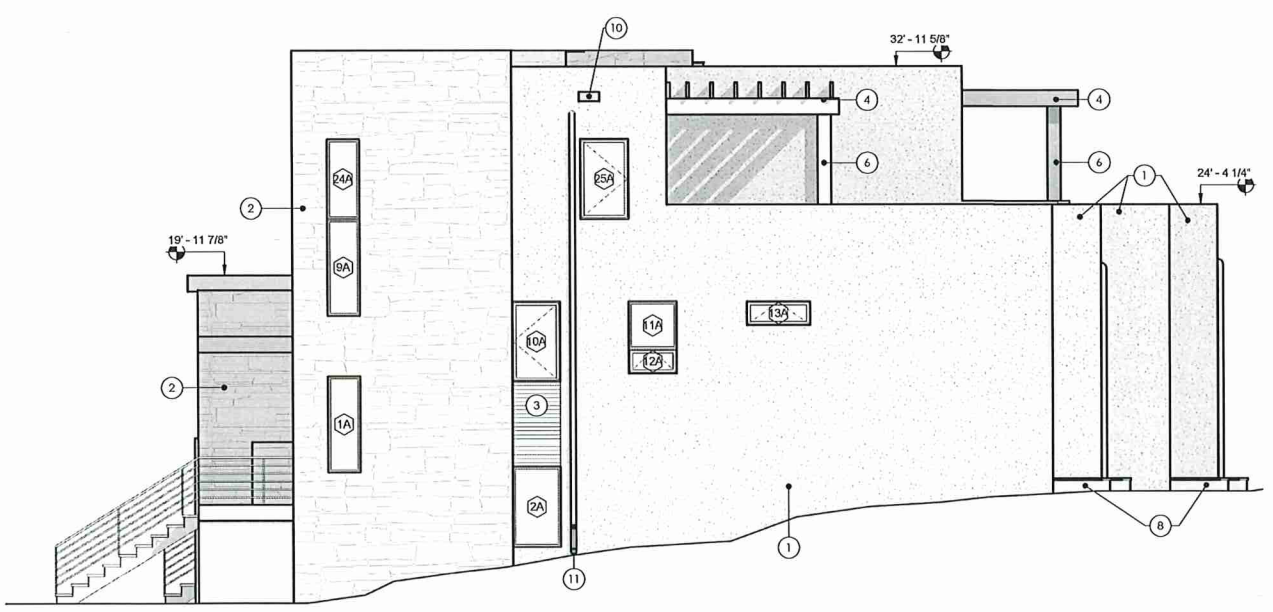
- KEYNOTES:**
1. STUCCO
 2. STONE
 3. METAL SIDING
 4. PRE-FINISHED MTL. PERGOLA
 5. PRE-FINISHED MTL. AWNING
 6. PRE-FINISHED MTL. COLUMN
 7. METAL RAILING
 8. WINDOW WELL
 9. SCUPPER AND DOWNSPOUT
 10. OVERFLOW SCUPPER
 11. ROOF DRAIN



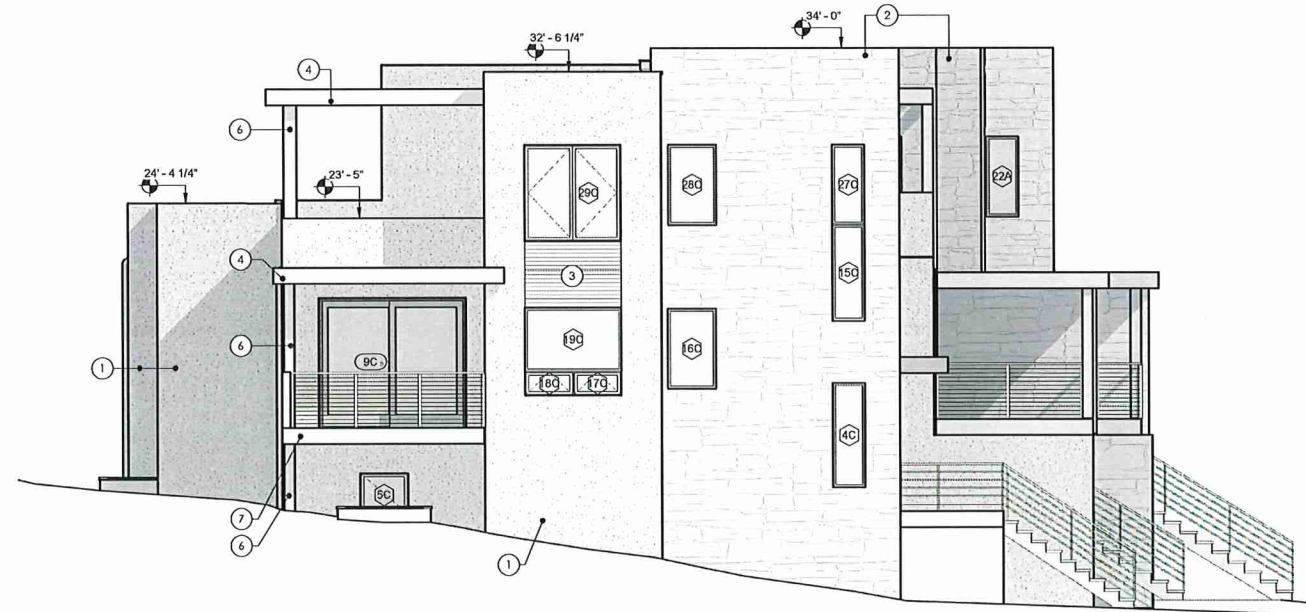
FRONT ELEVATION - EAST



BACK ELEVATION - WEST



SIDE 1 ELEVATION - NORTH



SIDE 2 ELEVATION - SOUTH

kda
KRAAIDESIGN
ARCHITECTURE
 573 W. CRETE CIR. BLDG 201
 GRAND JUNCTION, CO 81505
 T: 970.712.5045

Casas De Luz Unit 3 - 5
UNIT 4 - 34' TALL
 367 West Ridges Blvd. Grand Junction, CO

REVISION:

#	DATE	COMMENTS

EXHIBIT 2

PROJECT NO: 2202

SHEET NAME: EXTERIOR ELEVATIONS

DATE: 10/17/2022

SHEET NO: **EX2**

SCALE: As indicated

Grand Junction Speaks
Published Comments for January 10, 2023 Planning
Commission Meeting
Casas de Luz Unit 4 Building Height Amendment

Kathy Lyn

• Jan 9, 2023 • 4:48pm

Please consider the established housing units located on Rattlesnake Ct were built and designed to utilize passive solar heat in the 1980's. These units are sustaining climate usage for human care. The Casas de Luz units directly impede the collection of solar energy by blocking sunlight from these units. How will the Rattlesnake Ct owners be compensated for the loss of this natural resource with the increased height variance of the new units? It seems that once again, \$\$\$\$ trumps common sense in the City of GJ. Kathy Lyn OWNER 2343 Rattlesnake Ct. #B

Address:

2343 Rattlesnake Ct. #B

Grand Junction, 81507

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Minor Change - Planned Development Amendment

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation: _____ Existing Zoning: _____

Proposed Land Use Designation: _____ Proposed Zoning: _____

Property Information

Site Location: 365 W. Ridges Blvd Site Acreage: 1.88

Site Tax No(s): 294520269001 Site Zoning: PD

Project Description: Amend PD Ordinance #4482 regarding the height limit specified for Casas de Luz Unit #4 to allow third level due to architectural redesign and updating from original plans. Adjacent units 3 and 5 will have similar third level with the height limit specified in the PD ordinance. No other amendments to the ordinance are requested at this time

Property Owner Information

Name: Casas Land Partners, LLC

Street Address: 205 Little Park Rd.

City/State/Zip: Grand Jct., CO 81507

Business Phone #: 970-257-0532

E-Mail: rmstubbs@icloud.com

Fax #: _____

Contact Person: Mike Stubbs

Contact Phone #: 970-257-0533

Applicant Information

Name: Same as property owner

Street Address: _____

City/State/Zip: _____

Business Phone #: _____

E-Mail: _____

Fax #: _____

Contact Person: _____

Contact Phone #: _____

Representative Information

Name: Mike Stubbs

Street Address: 205 Little Park Rd.

City/State/Zip: Grand Jct., CO 81507

Business Phone #: 970-257-0532

E-Mail: rmstubbs@icloud.com

Fax #: _____


Contact Person: Mike Stubbs

Contact Phone #: 970-257-0532

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application:  Date: 11/04/22

Signature of Legal Property Owner:  Date: 11/04/22

General Report
For
Casas de Luz -Unit 4 Building Height

Casas Land Partners, LLC requests an amendment to Planned Development Ordinance #4482 to increase the maximum height specified for Unit 4. The original building plans developed in 2010 were utilized to determine the specific height limits for units and buildings in the project based on height above sea level.

In the process of updating and revising building plans to reflect current market demands and trends, a new development team and architectural firm determined that adding a partial third level to Unit 4 would provide better overall project aesthetics and improve the privacy and livability of the unit. Units 3-5 are attached, and a third level is planned for Units 3 and 5. The increase in the height limit for Unit 4 would not increase the overall height of these attached units and would result in a very minimal impact to the neighborhood.

A ten foot increase in the height limit for Unit 4 is hereby requested from 4861 feet above sea level to 4871 feet above sea level. It is important to note that the max height for Unit 3 is 4871 feet above sea level and the max height for Unit 5 is 4870 feet above sea level. An amendment to the height limit for Unit 4 would result in a max height of 34 feet, the same as currently specified in the ordinance for Units 3 and 5. If the project was being developed in a straight zone rather than under a PD ordinance, a 40-foot maximum height would apply.

Neighborhood meeting for
Casas de Luz

Sign in sheet

Name	Address	Phone	Email
Russ Darrow	2341C Rattlesnake	970-3617462	russdarrow@gmail.com
Scott Peterson	CITY PLANNING	970-244-1447	
Ulrike Magdalenski	2337A	970-260-0050	scott@GJCCITY.ORG
CARY Atwood	2337 B	970 201-9651	
Kendra Samart	2339A	970 9855262	kendra.samart@yahoo.com
Christine Tutthill	2345	970 260 0469	
Jeff & Carmen Flores	2341 Rattlesnake Apt. A	970 274 6534	
AMIE BENTON	2339 1/2 #A	970 985 9111	
Martina Magdalenski			mmagdalenski@gmail.com
Carmen Flores	2341A Rattlesnake court	970-623-6422	carmensophiaflores@gmail.com
Taylor Boshong	2339 1/2 #B Rattlesnake ct		taylor.boshong@gmail.com
Mike Stubby	205 Little Park	257-0532	mstubbyj@char.net
Jan Kimbrangh Miller	347 Troger Rd Palisade	970-250-6781	
John Bennett	2334 West Ridge Blvd	970-234-0808	johnbennett@hoh.net

Neighborhood Meeting Notes

Casas de Luz

Amendment of height limit for Unit #4

A neighborhood meeting was held on November 2, 2022 at 5:00 PM at the Casas de Luz site. The meeting was attended by developer representatives, a representative of City Planning and neighbors who live adjacent to the project on Rattlesnake Court. There were no other neighbors or invitees from the mailing list who attended.

The developer outlined the request to amend the Planned Development Ordinance for the project to adjust the height limit on one unit, Unit 4, in the 20-unit project. Each unit and building were ascribed a height limit in the Planned Development Ordinance based on original building designs completed in 2010. An amendment is required to proceed with updated and revised building plans. The developer stated the opinion that the request to increase the height from 24 feet to 34 feet was reasonable for several reasons: based on project density, if the project were in a straight zone rather than PD, the height limit would be 40' under City Code; the updated and revised plans provide better aesthetics for the three attached-unit building as well as better livability for the subject unit; since the adjacent Units 3 & 5 have a height limit of 34', amending height for Unit 4 to 34' would not increase overall height of the unit buildings and would have no to minimal effect on the neighborhood; since the three attached-unit building sits perpendicular to the neighbors on Rattlesnake Court, the height of Unit 3 would screen the addition of a partial third level from their view.

Many of the neighbors expressed their general opposition to the project and the fact that the project is under construction. Most comments and questions revolved around the overall project and the current construction of Units 1 & 2. There was little specific concern regarding Unit 4, rather, there was a concern that future height limits for other units would be pursued in the future. The developer assured the neighbors that, based the current designs for the balance of the buildings and units, no further height amendments would be required. The height limits in the Planned Development Ordinance provide seven of the eight townhomes in the project with height limits that allow a third level, therefore, no height limit adjustment would be required for the balance of the townhome units to be constructed. The developer also stated that architecture and engineering is substantially complete for the first set of condominium buildings and the height is below the height limit established in the Planned Development Ordinance.

There was general opposition to the height limits currently established and, based on opposition to the project and current height limits established in the Planned Development Ordinance , they would not support the request for a height amendment for Unit 4.

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Casas Land Partners, LLC ("Entity") is the owner of the following property:

(b) Lot 100 of Casas de Luz, County of Mesa, State of Colorado: Reception # 2993380

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Manager for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

My legal authority to bind the Entity both financially and concerning this property is unlimited.

My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

The Entity is the sole owner of the property.

The Entity owns the property with other(s). The other owners of the property are:

On behalf of Entity, I have reviewed the application for the (d) PD ordinance height amendment

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) none

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: [Handwritten Signature], Manager

Printed name of person signing: Robert M. Stubbs, Manager

State of Colorado)

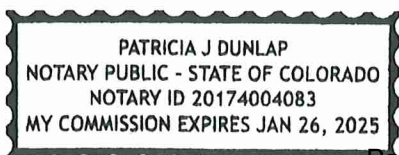
County of Mesa) ss.

Subscribed and sworn to before me on this 4 day of November, 20 22

by Robert M Stubbs

Witness my hand and seal.

My Notary Commission expires on Jan. 26, 2025



[Handwritten Signature]
Notary Public Signature

RECEPTION#: 2993380, at 8/3/2021 4:23:51 PM, 1 of 1
Recording: \$13.00, Doc Fee \$163.20 Tina Peters, Mesa County, CO. CLERK AND RECORDER

QUITCLAIM DEED

The "Grantor," **Casas de Luz, LLC**, a Colorado limited liability company, whose legal address is 205 Little Park Road, Grand Junction, Colorado 81507, County of Mesa and State of Colorado, for the consideration of One Million Six Hundred Thirty-two Thousand and no/100 Dollars (\$1,632,000.00), hereby sells and quitclaims to **Casas Land Partners, LLC**, a Colorado limited liability company, the "Grantee," whose legal address is 205 Little Park Road, Grand Junction, Colorado 81507, of the County of Mesa and State of Colorado, the following real property, in the County of Mesa and State of Colorado, to wit:

**LOT 100 OF CASAS DE LUZ,
County of Mesa, State of Colorado**

also known by street address as: **tbd West Ridges Boulevard, Grand Junction, Colorado 81503**
and assessor's schedule or parcel number: **2945-202-69-001**
with all its appurtenances.

Signed this 10th day of June, 2021.

Casas de Luz, LLC, a Colorado limited liability company

By: [Signature]
Robert M. Stubbs, Manager

STATE OF COLORADO)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 2nd day of August, 2021, by Robert M. Stubbs, Manager of Casas de Luz, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: 11-16-2022



[Signature]
Notary Public



WEST RIDGES BLVD.

WEST RIDGES BOULEVARD

PHASE TWO

PHASE THREE

1 SITE PLAN
 C1.1 1" = 20'-0"

Casas De Luz Unit 3 - 5
 365 West Ridges Blvd. Unit 3-5, Grand Junction, CO

REVISION:

#	DATE	COMMENTS

CONSTRUCTION DOCUMENTS

PROJECT NO:
 2202

SHEET NAME:
 SITE PLAN

DATE:

SHEET NO:

C1.1

SCALE: 1" = 20'-0"

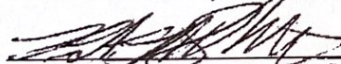
After Recording Return To:

STATEMENT OF AUTHORITY

- 1. This Statement of Authority relates to an entity named: Casas Land Partners, LLC, a Colorado Limited Liability Company
- 2. The Entity is a: Limited Liability Company
- 3. The Entity is formed under the laws of: Colorado
- 4. The mailing address for the entity is:
205 Little Park Road
Grand Junction, CO 81507
- 5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: Robert M. Stubbs, Manager/Member.
- 6. The authority of the foregoing person(s) to bind the entity is **not limited**.
- 7. Other matters concerning the manner in which the entity deals with interests in real property: NONE
- 8. This Statement of Authority is executed on behalf of the Entity pursuant to the provisions of C.R.S. Section §38-30-172.

Executed this:

Casas Land Partners, LLC, a Colorado Limited Liability Company


By: Robert M. Stubbs, Manager/Member

STATE OF: Colorado

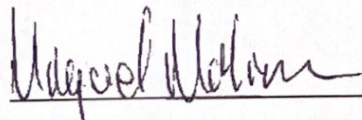
COUNTY OF: Mesa

The foregoing instrument was acknowledged before me this 30 day of March, 2022, by Robert M. Stubbs as Manager/Member of Casas Land Partners, LLC, a Colorado Limited Liability Company

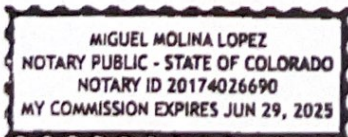
Witness my hand and seal.

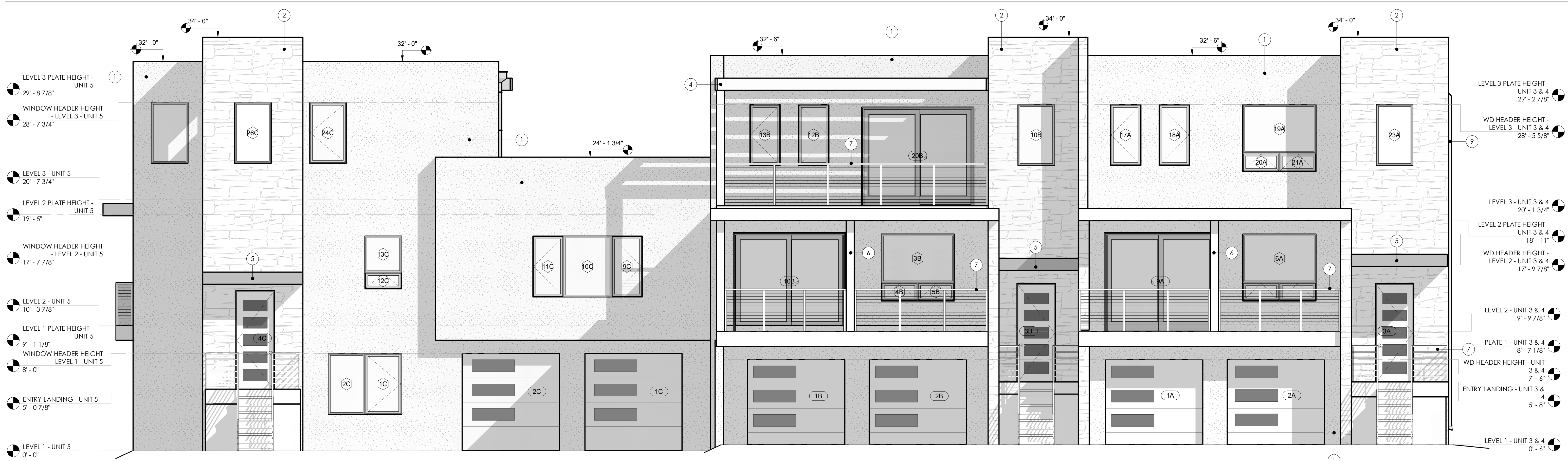
My commission expires:

Jun 29, 2025

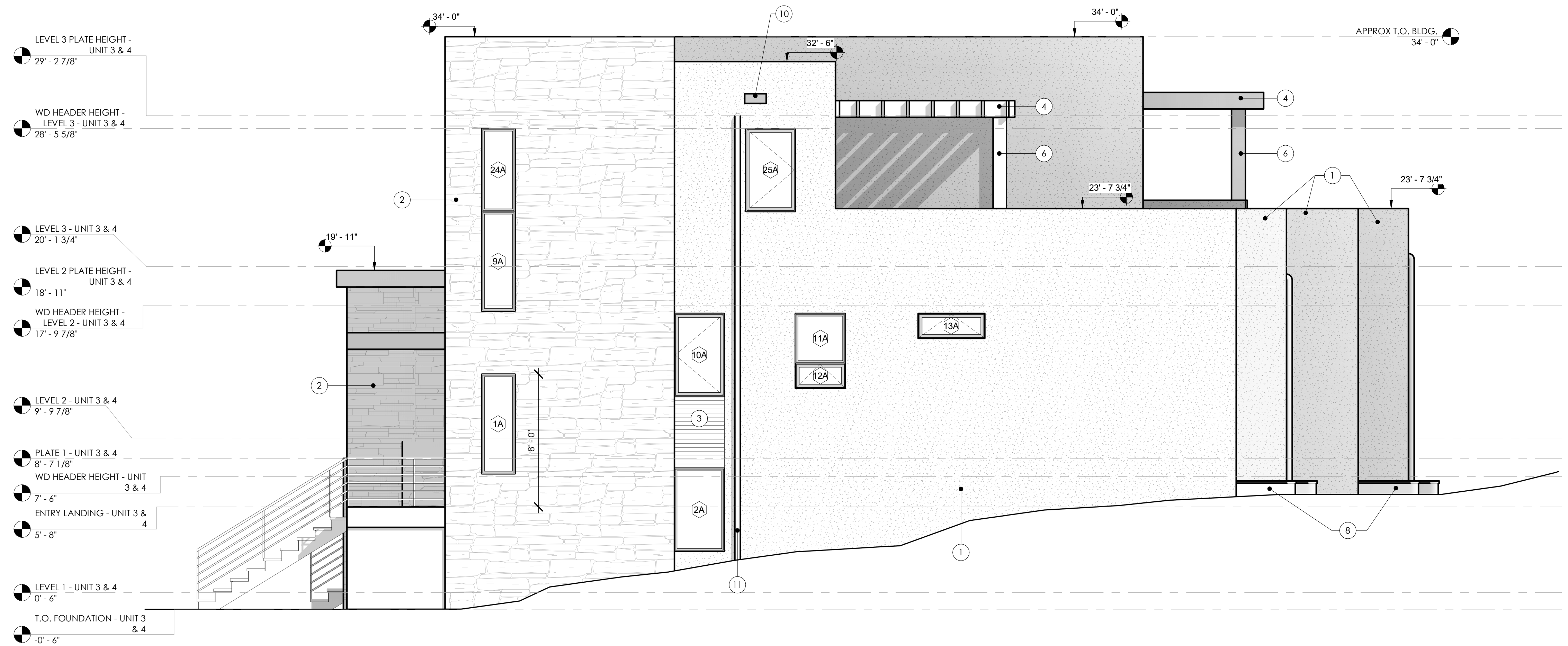


Notary Public





1 FRONT ELEVATION
A2.1 1/4" = 1'-0"



2 SIDE 1 ELEVATION
A2.1 1/4" = 1'-0"

- KEYNOTES:**
1. STUCCO
 2. STONE
 3. METAL SIDING
 4. PRE-FINISHED MTL. PERGOLA
 5. PRE-FINISHED MTL. AWNING
 6. PRE-FINISHED MTL. COLUMN
 7. METAL RAILING
 8. WINDOW WELL
 9. SCUPPER AND DOWNSPOUT
 10. OVERFLOW SCUPPER
 11. ROOF DRAIN

REVISION:

#	DATE	COMMENTS

CONSTRUCTION DOCUMENTS

PROJECT NO:
2202

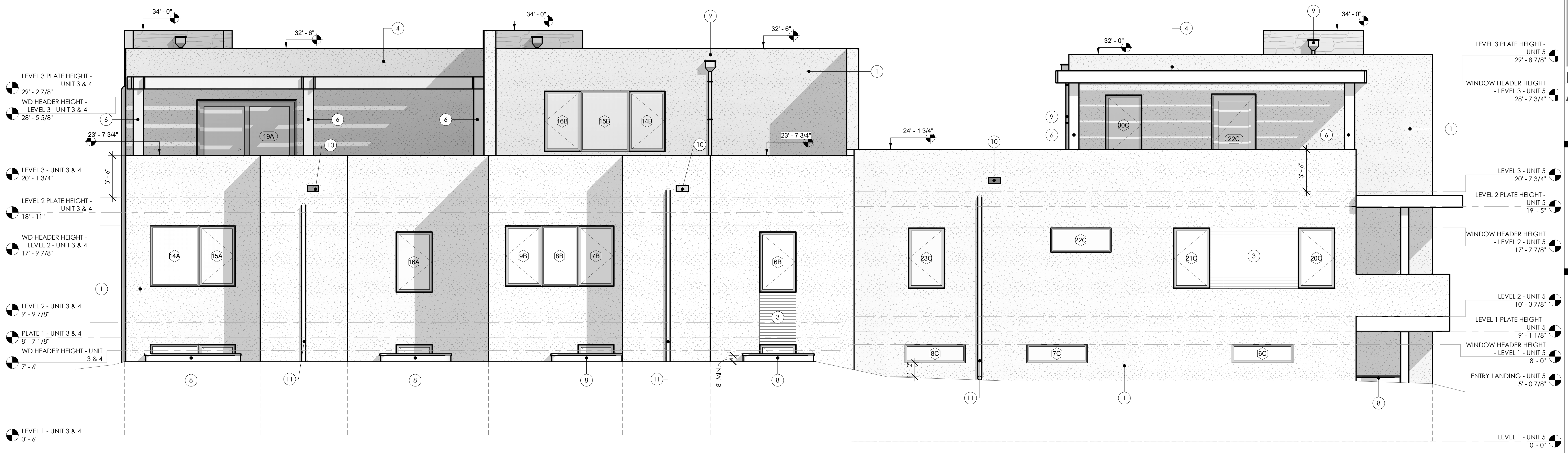
SHEET NAME:
EXTERIOR ELEVATIONS

DATE:

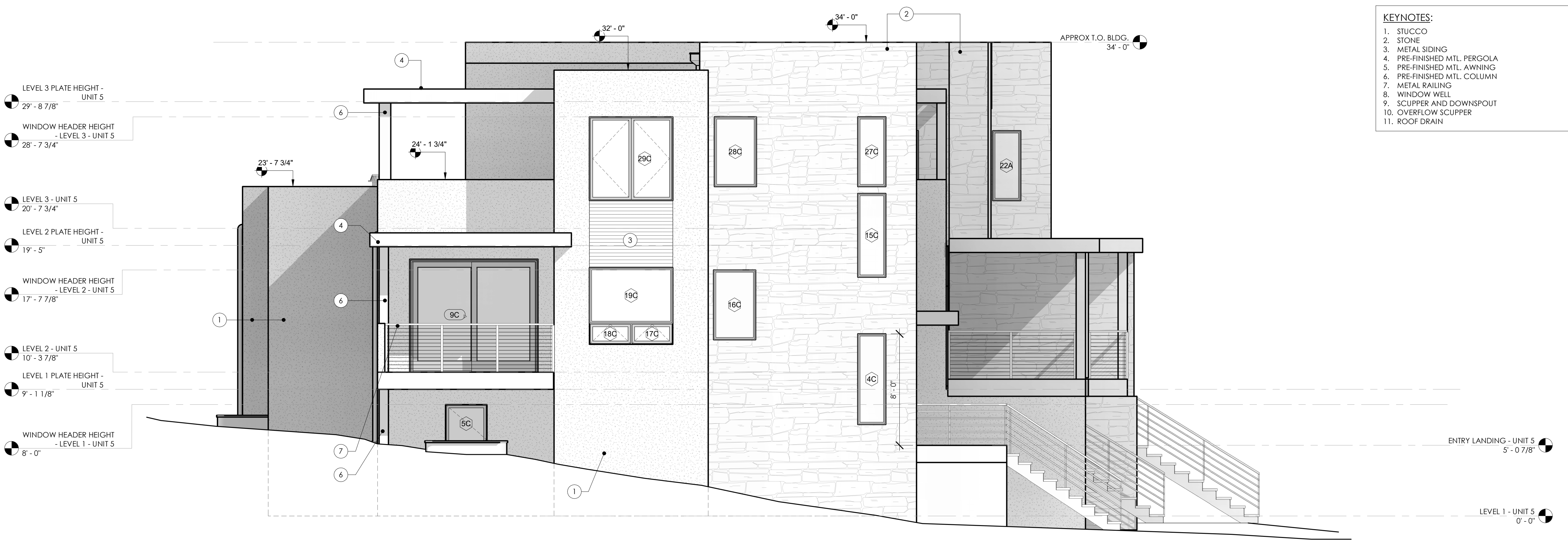
SHEET NO:

A2.1

SCALE: As indicated



1 BACK ELEVATION
 A2.2 1/4" = 1'-0"



2 SIDE 2 ELEVATION
 A2.2 1/4" = 1'-0"

- KEYNOTES:**
1. STUCCO
 2. STONE
 3. METAL SIDING
 4. PRE-FINISHED MTL. PERGOLA
 5. PRE-FINISHED MTL. AWNING
 6. PRE-FINISHED MTL. COLUMN
 7. METAL RAILING
 8. WINDOW WELL
 9. SCUPPER AND DOWNSPOUT
 10. OVERFLOW SCUPPER
 11. ROOF DRAIN

Casas De Luz Unit 3 - 5

365 West Ridges Blvd. Unit 3-5, Grand Junction, CO

REVISION:

#	DATE	COMMENTS

CONSTRUCTION DOCUMENTS

PROJECT NO: 2202
 SHEET NAME: EXTERIOR ELEVATIONS
 DATE:
 SHEET NO:

A2.2

SCALE: As indicated

City of Grand Junction Review Comments

Date: December 13, 2022 **Comment Round No.** 1 **Page No.** 1 of 3
Project Name: Casas de Luz – Planned Dev Amendment **File No:** PLD-2022-824
Project Location: 365 W Ridges Blvd

Check appropriate if comments were mailed, emailed, and/or picked up.
Property Owner(s): Casas Land Partners LLC – Attn: Mike Stubbs
 Mailing Address: 205 Little Park Road, Grand Junction, CO 81507
 Email: rmstubbs@icloud.com **Telephone:** 970-257-0532
 Date Picked Up: _____ **Signature:** _____

Representative(s):
 Mailing Address:
 Email: _____ **Telephone:** _____
 Date Picked Up: _____ **Signature:** _____

Developer(s):
 Mailing Address:
 Email: _____ **Telephone:** _____
 Date Picked Up: _____ **Signature:** _____

CITY CONTACTS

Project Manager: Scott D. Peterson, Senior Planner
Email: scottp@gjcity.org **Telephone:** 970-244-1447
Dev. Engineer: Rick Dorris
Email: rickdo@gjcity.org **Telephone:** 970-256-4034

City of Grand Junction REQUIREMENTS (with appropriate Code citations)

CITY PLANNING

1. Request is for an Amendment to Planned Development Ordinance #4482 for the Casas de Luz residential development to adjust the maximum building height for only Unit 4 from 24' to 34'. Application will proceed to public hearing schedule as outlined within these comments. No additional response required.

Code Reference: Section 21.02.150 (e) of the Zoning and Development Code.

Applicant's Response:

Document Reference:

2. Planning Commission and City Council Public Hearings:
Planning Commission and City Council review and approval required for proposed Planned Development Amendment request. City Project Manager will **tentatively** schedule application for the following public hearing schedule:

- a. Planning Commission review of request: January 10, 2023.
- b. First Reading of Planned Development Amendment Ordinance by City Council (Consent Agenda): January 18, 2023.
- c. Second Reading of Planned Development Amendment Ordinance by City Council: February 1, 2023.

Please plan on attending the January 10th Planning Commission meeting and the February 1st City Council Meeting. Both meetings begin at 5:30 PM at City Hall in the Council Chambers.

If for some reason, applicant cannot make these proposed public hearing dates, please contact City Project Manager to reschedule for the next available meeting dates.

Code Reference: Sections 21.02.150 (e) of the Zoning and Development Code.

Applicant's Response:

Document Reference:

CITY FIRE DEPARTMENT – Matt Sewalson – mattse@gjcity.org (970) 549-5855

The Grand Junction Fire Department has no comments or objections to the proposed amendment to planned development ordinance #4482. If you have any questions, call the Grand Junction Fire Department at 970-549-5800.

Applicant's Response:

Document Reference:

CITY ADDRESSING – Pat Dunlap – patd@gjcity.org (970) 256-4030

No comments.

Applicant's Response:

Document Reference:

OUTSIDE REVIEW AGENCY COMMENTS

(Non-City Agencies)

Review Agency: Mesa County Building Department

Contact Name: Darrell Bay

Email / Telephone Number: darrell.bay@mesacounty.us (970) 244-1650

MCBD has no objections.

Applicant's Response:

Review Agency: Xcel Energy

Contact Name: Mike Castro

Email / Telephone Number: Michael.a.castro@xcelenergy.com (970) 244-2715

Xcel has no issues with adjusting the height of the proposed building. This adjusted height won't impact the proposed meter locations or distribution facilities.

Applicant's Response:

Review Agency: Ute Water Conservancy District

Contact Name: Jim Daugherty

Email / Telephone Number: jdaugherty@utewater.org (970) 242-7491

No objection.

Applicant's Response:

REVIEW AGENCIES

(Responding with "No Comment" or have not responded as of the due date)

The following Review Agencies have responded with "No Comment."

1. City Development Engineer

The following Review Agencies have not responded as of the comment due date.

1. City Staff Attorney

The Petitioner is required to submit electronic responses, labeled as "**Response to Comments**" for the following agencies:

1. **N/A.**

Date due: **N/A. Application will proceed to public hearing schedule.**

Please provide a written response for each comment and, for any changes made to other plans or documents indicate specifically where the change was made.

I certify that all of the changes noted above have been made to the appropriate documents and plans and there are no other changes other than those noted in the response.

Applicant's Signature

Date

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4482

AN ORDINANCE AMENDING THE AMENDED PLANNED DEVELOPMENT ZONING ORDINANCE FOR THE RIDGES PD FOR LOTS 34A-40A, BLOCK TWENTY-FIVE OF THE RIDGES FILING NO. FIVE AND LOTS 41A-43A OF THE REPLAT OF LOTS 22A THROUGH 30A, BLOCK TWENTY FIVE THE RIDGES FILING NO. FIVE WITHIN THE RIDGES PD "CASAS DE LUZ PROPERTY" WITH A DEFAULT R-8 (RESIDENTIAL – 8 DU/AC) ZONE DISTRICT FOR THE DEVELOPMENT OF 20 DWELLING UNITS

LOCATED ADJACENT TO WEST RIDGES BOULEVARD AND WEST OF SCHOOL RIDGE ROAD

Recitals:

The land zoned Planned Development under Ordinance 2596 "Zoning Certain Lands Annexed to the City Known as the Ridges Majority Annexation" in 1992 has not fully developed and/or built out. There are remaining parcels within the approved Ridges plan that are still vacant. A proposal for several of the platted "A" lots located adjacent to West Ridges Boulevard and west of School Ridge Road, specifically, Lots 41A, 42A and 43A, Block 25, Replat of Lots 22A through 30A, Block 25, The Ridges Filing No. 5 and Lots 34A through 40A, Block 25, The Ridges Filing No. 5, referred to as "Casas de Luz Property or Casas de Luz" has been presented to the Planning Commission to recommend to City Council an amendment to the Amended Planned Development Ordinance and to establish the underlying zone for these properties that total 1.88 acres.

The Grand Junction Planning Commission, at its August 9, 2011 public hearing, recommended approval of the amended Planned Development zoning ordinance for a maximum of 20 dwelling units for Casas de Luz Property with a default R-8, (Residential – 8 du/ac) zoning district, including some deviations.

This Planned Development zoning ordinance establishes the standards, default zone (R-8), and amends the original Planned Development zoning ordinance for the above mentioned properties.

In public hearings, the Planning Commission and City Council reviewed the request for the proposed amended Planned Development approval and determined that the Amended Plan satisfied the criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan. Furthermore, it was determined that the proposed Plan has achieved "long-term community benefits" by proposing effective infrastructure design and in-fill project. While the entire Ridges Planned Development provided long-term community benefits with the original PUD, the Casas de Luz project further provides a needed housing type, with innovative design and by utilizing the

topography of the site. The proposed design incorporates elements of clustering units to allow for more private open space within the development. Also, the development uses three (3) shared accesses to access the 20 dwelling units, minimizing the impact onto West Ridges Boulevard (attached Exhibit A).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE CURRENT PLANNED DEVELOPMENT ZONE IS AMENDED AND LAND AREA FOR THE AREA DESCRIBED BELOW WITH THE FOLLOWING STANDARDS, DEFAULT ZONE AND DEVIATIONS:

- A. Lots 41A, 42A and 43A, Block 25, Replat of Lots 22A through 30A, Block 25, The Ridges Filing No. 5 and Lots 34A through 40A, Block 25, The Ridges Filing No. 5 and associated vacated Right-of-Way.

Said parcels contain 1.88 +/- acres more or less.

- B. This Ordinance is further conditioned:

- 1. Density

- The density shall remain the same at 10.6 dwelling units per acre.

- 2. Access

- Access for the Plan will be from West Ridges Boulevard in three different locations (see Site Layout Plan). Internal access will be shared drives and parking areas (tracts), maintained by a homeowner's association.

- 3. Plan Layout

- The Plan shall have a mixture of two-family, multifamily, and/or single-family detached dwelling units. The multifamily dwellings will be stacked and will require approval of a condominium map. Generally, the building footprint for each dwelling unit in Filing One, Filing Two and Filing Four as designated on the Site Layout Plan will be a lot. The multifamily units are proposed as stacked dwelling units in Filing Three. If the units are to be created for separate ownership, a condominium map will be required with the building footprint generally being the exterior horizontal boundaries of the units. If the units are not created for separate ownership, then the building footprints shall generally be the boundaries of the lots. All areas outside of a building footprint shall be designated as "Tracts" for maintenance responsibility by a homeowner's association.

4. Landscaping

Landscaping shall be in conformance with the Zoning and Development Code (Code) for a multifamily residential development (see Landscaping Plan) with a total of 33 trees and 212 shrubs to be planted on 1.88 acres along with granite stone mulch and dryland grass seed mix in open space (tract) areas.

5. Phasing

The Casas de Luz Plan shall be developed in four phases. The phasing schedule is as follows (see Site Layout Plan):

The first phase shall be completed on or before December 31, 2014 with the recording of a plat with the Mesa County Clerk and Recorder consisting of all of the land in the Casa de Luz Property which includes all the lots in The Ridges Filing No. 5 abutting the frontage road to be vacated by eliminating the lot(s) or platting new lots in a manner acceptable to the City's Public Works and Planning Director so that access to and from the newly platted parcels is accomplished in accordance with City standards.

The second phase shall be completed on or before December 31, 2017, with a written approval of a final plan and plat for that portion of the Casas de Luz Property.

The third phase shall be completed on or before December 31, 2019, with a written approval of a final plan and plat for that portion of the Casas de Luz Property.

The fourth phase shall be completed on or before December 31, 2021, with the written approval of a final plan and recording of a plat with the Mesa County Clerk and Recorder finalizing the Casas de Luz Plan.

6. Community Benefit

The design incorporates elements of clustering units to allow for more private open space within the development. Also, the development provides more effective use of infrastructure by eliminating public right-of-way and using three shared accesses to serve the 20 dwelling units which significantly minimizes the impact onto West Ridges Boulevard.

7. Default Zoning

If the first phase for the Casas de Luz Plan is not completed in accordance with the approved scheduling phases and the amended Plan lapses, then the amended ordinance for the Casas de Luz Property shall have no force and effect and the previously amended Ordinance 2596 shall be in full force and effect as it applies to the Casas de Luz Property.

If the first phase is completed, then the Casas de Luz Property shall have a default zone of R-8, which is in conformance with the Comprehensive Plan for this area. The dimensional standards for the R-8, (Residential-8 du/ac) zone, as indicated in Section 21.03.040 (h) of the Zoning and Development Code, are as follows:

Density: The density shall remain 10.6 dwelling units per acre for the Casas de Luz Property.

Minimum lot area, width, and frontage: (See below for deviations from standards for the Proposed Plan.)

Detached Single-Family minimum 3000 square feet of area
minimum 40 feet width
minimum 20 feet frontage

Two Family Attached minimum 6,000 square feet of area
minimum 60 feet width
minimum 20 feet frontage

Multifamily No minimums for area, width, or frontage

Setbacks:

Front Yard Setback (Principal/Accessory): 20/25 (see deviation below)

Side Yard Setback (Principal/Accessory): 5/3

Rear Yard Setback (Principal/Accessory): 10/5

Maximum building height: 40' (The default maximum building height for single family attached and detached, including two family dwellings shall be 25' in conformance with the previously amended Ordinance 2596 for the Ridges PD.)

Deviations

1. Minimum Lot Area, Width and Frontage:

The Plan is designed to have each of the combined dwelling units to be surrounded by open space (see the Site Layout Plan) with shared drives for access to the right-of-way, the minimum lot area, width and frontage are not applicable.

2. Building Setbacks:

The Plan applies the front and rear yard setbacks to the exterior boundary of the Casas de Luz Property rather than the individual lot lines. The front yard setbacks are proposed to be deviated further as follows:

Front Yard (see Site Layout Plan): 15' for Filing One; 11' for Filing Two; 16' for Filing Four

Standard setbacks to the exterior boundary of the Casas de Luz Property setbacks apply unless otherwise noted.

Standard setbacks to the exterior boundary of the Casa de Luz Property setbacks apply unless otherwise noted.

3. Maximum Building Height:

All measurements for maximum heights are at sea level.

- Unit 1: 4888'
- Unit 2: 4883'
- Unit 3: 4871'
- Unit 4: 4861'
- Unit 5: 4870'
- Units 6, 7 & Unit 8: 4868'
- Units 9, 10 & Unit 11: 4868'
- Units 12, 13, & Unit 14: 4868'
- Units 15, 16 and Unit 17: 4868'
- Unit 18: 4850'
- Unit 19: 4848'
- Unit 20: 4844'

(See attached building rendering exhibits for clarification of the building heights and reference to each unit).

4. Multipurpose Easement:

A 10' multipurpose easement is allowed along the abutting West Ridges Boulevard.

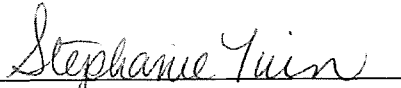
INTRODUCED on first reading on this 7th day of September, 2011 and ordered published in pamphlet form.

PASSED AND ADOPTED on second reading this 21st day of September, 2011 and ordered published in pamphlet form.

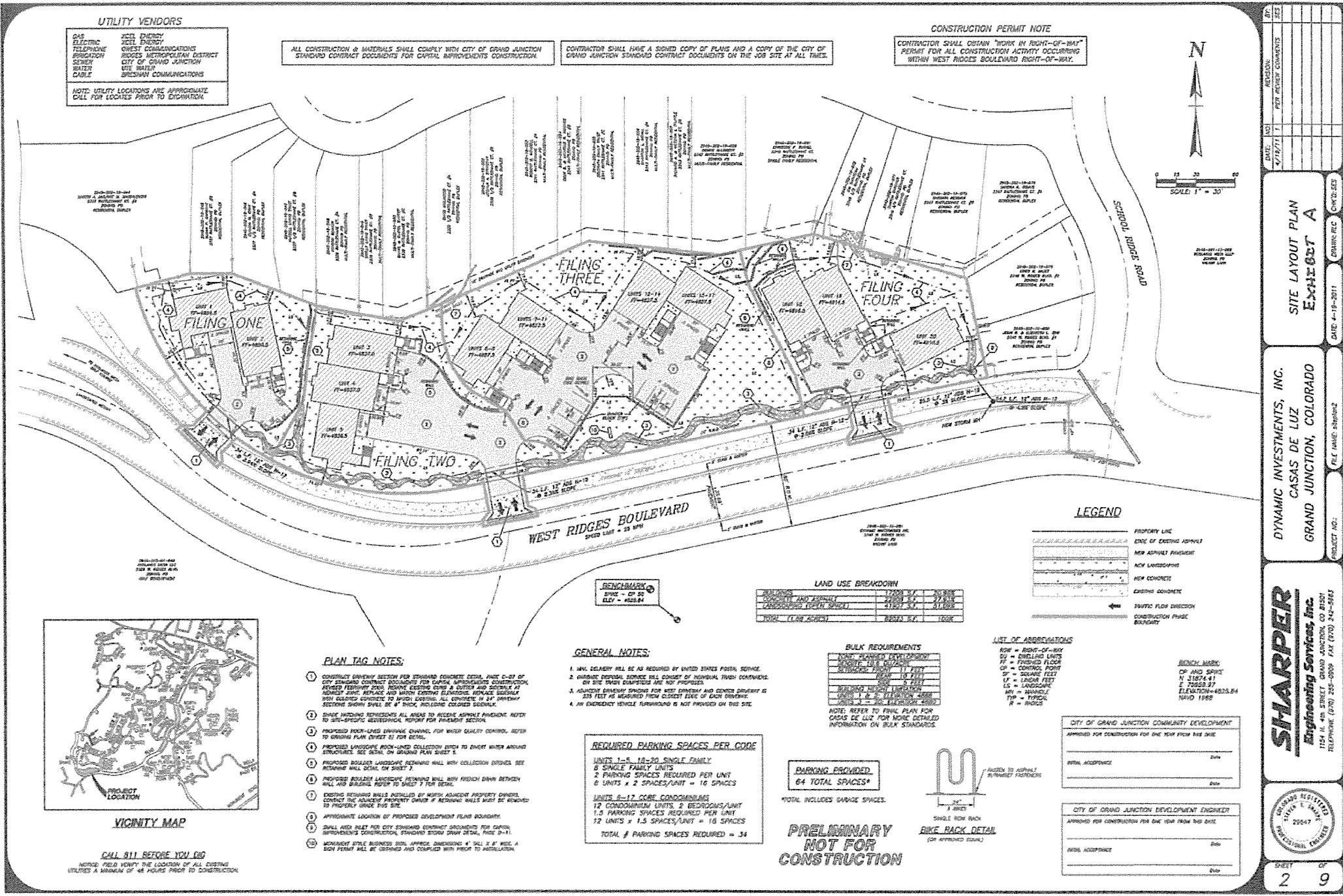
ATTEST:



President of the Council



Stephanie Tuin
City Clerk



UTILITY VENDORS

GAS WEST ENERGY
 ELECTRIC WEST ENERGY
 TELEPHONE WEST ENERGY
 WASTEWATER GRAND JUNCTION
 CITY OF GRAND JUNCTION
 WATER CITY OF GRAND JUNCTION
 CABLE SPECTRUM COMMUNICATIONS

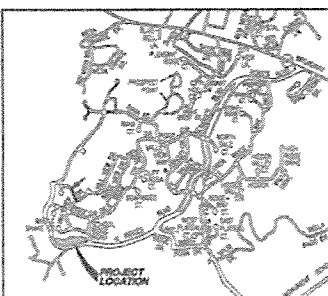
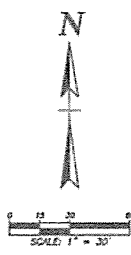
NOTE: UTILITY LOCATIONS ARE APPROXIMATE. CALL FOR LOCATES PRIOR TO EXCAVATION.

ALL CONSTRUCTION & MATERIALS SHALL COMPLY WITH CITY OF GRAND JUNCTION STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION.

CONTRACTOR SHALL HAVE A SIGNED COPY OF PLANS AND A COPY OF THE CITY OF GRAND JUNCTION STANDARD CONTRACT DOCUMENTS ON THE JOB SITE AT ALL TIMES.

CONSTRUCTION PERMIT NOTE

CONTRACTOR SHALL OBTAIN "WORK IN RIGHT-OF-WAY" PERMIT FOR ALL CONSTRUCTION ACTIVITY OCCURRING WITHIN WEST RIDGES BOULEVARD RIGHT-OF-WAY.



CALL 911 BEFORE YOU GO

NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.

- PLAN TAG NOTES:**
1. CONTRACTOR SHALL VERIFY SECTION PER STANDARD CONCRETE DETAIL, PART C-07 OF CITY STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION. REVEAL FURNISHING SHALL BE DONE BY CONTRACTOR. CONTRACTOR SHALL VERIFY ALL REPAIRS AND PATCHES TO BE DONE BY CONTRACTOR. REPAIRS SHALL BE DONE WITH EXISTING MATERIALS. REPAIRS SHALL BE DONE WITH EXISTING MATERIALS. REPAIRS SHALL BE DONE WITH EXISTING MATERIALS.
 2. SINGLE LANDING REVISIONS ALL AREAS TO ALLOW ASPHALT PAVEMENT NEEDED TO SITE-SPECIFIC REVISIONS. REPORT FOR PERMITS SECTION.
 3. PROPOSED POOR-LINED DRAINAGE CHANNEL FOR WATER QUALITY CONTROL. REFER TO GRADING PLAN SHEET 2 FOR DETAIL.
 4. PROPOSED LANDSCAPE WITH-LAND COLLECTION WITH TO DRAIN WATER AROUND STRUCTURES. SEE DETAIL ON GRADING PLAN SHEET 3.
 5. PROPOSED BOULDER LANDSCAPE RETAINING WALL WITH COLLECTION DITCHES SEE RETAINING WALL DETAIL ON SHEET 7.
 6. PROPOSED BOULDER LANDSCAPE RETAINING WALL WITH FRENCH DRAIN BETWEEN WALL AND BUILDING REFER TO SHEET 7 FOR DETAIL.
 7. EXISTING RETAINING WALLS INSTALLED BY NORTH ADJACENT PROPERTY OWNERS. CONTACT THE ADJACENT PROPERTY OWNER IF RETAINING WALLS MUST BE REMOVED TO PROPERLY GRADE THIS SITE.
 8. APPROXIMATE LOCATION OF PROPOSED DEVELOPMENT PLANS BOUNDARY.
 9. SHALL AREA INLET PER CITY STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION, STANDARD DRAWING DETAIL, PAGE 9-1.1.
 10. MINIMUM 6" BULKHEAD WITH APPROX. DIMENSIONS 4" DIA. & 6" WIDE. A SIGN PERMIT WILL BE OBTAINED AND COMPLETED PRIOR TO INSTALLATION.

- GENERAL NOTES:**
1. MAIL DELIVERY WILL BE AS REQUIRED BY UNITED STATES POSTAL SERVICE.
 2. ADDRESS DELIVERY SERVICE WILL CONSIDER INDIVIDUAL TRASH CONTAINERS OR SITE TRASH CONTAINERS ARE NOT PROVIDED.
 3. ADJACENT PROPERTY OWNERS FOR WEST ENERGY AND CENTER DRIVEWAY IS 235 FEET AS MEASURED FROM OLDEST EDGE OF EACH DRIVEWAY.
 4. AN EMERGENCY VEHICLE TURNAROUND IS NOT PROVIDED ON THIS SITE.

REQUIRED PARKING SPACES PER CODE

UNITS 1-4, 1A-3D SINGLE FAMILY	1.5 SPACES/UNIT
8 SINGLE FAMILY UNITS	2 PARKING SPACES/UNIT = 16 SPACES
UNITS 5-17 CORE CONDOMINIUMS	1.5 SPACES/UNIT
12 CONDOMINIUM UNITS, 2 BEDROOMS/UNIT	1.5 PARKING SPACES/UNIT = 18 SPACES
12 UNITS @ 1.5 SPACES/UNIT = 18 SPACES	
TOTAL # PARKING SPACES REQUIRED = 34	

PARKING PROVIDED:
64 TOTAL SPACES*

*TOTAL INCLUDES GARAGE SPACES.

PRELIMINARY NOT FOR CONSTRUCTION

LAND USE BREAKDOWN

LAND USE	AREA (SQ. FT.)	% OF TOTAL
RESIDENTIAL (SINGLE-FAMILY)	11,877 S.F.	27.16%
RESIDENTIAL (MULTI-FAMILY)	2,824 S.F.	6.45%
TOTAL (LAND USES)	14,701 S.F.	33.61%

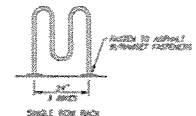
BULK REQUIREMENTS

MIN. HEIGHT DEVELOPMENT	12 FEET
MIN. FLOOR FINISH	12 FEET
MIN. FINISHED FLOOR	12 FEET
MIN. FINISHED FLOOR	12 FEET
MIN. FINISHED FLOOR	12 FEET
MIN. FINISHED FLOOR	12 FEET
MIN. FINISHED FLOOR	12 FEET
MIN. FINISHED FLOOR	12 FEET
MIN. FINISHED FLOOR	12 FEET

NOTE: REFER TO FINAL PLAN FOR CASAS DE LUZ FOR MORE DETAILED INFORMATION ON BULK STANDARDS.

- LIST OF ABBREVIATIONS**
- ROW = RIGHT-OF-WAY
 - SI = SCHEDULE LINE
 - FF = FINISHED FLOOR
 - CP = CORNER POINT
 - SF = SQUARE FEET
 - LF = LINEAL FEET
 - LS = LANDSCAPE
 - WY = WINDY
 - TP = TYPICAL
 - R = RADIUS

BENCHMARK
CP AND SPACED
N 11874.41
E 73528.27
ELEVATION=8825.84
NAVD 1988



CITY OF GRAND JUNCTION COMMUNITY DEVELOPMENT

APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.

DATE: _____

CITY OF GRAND JUNCTION DEVELOPMENT ENGINEER

APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.

DATE: _____

DATE: 4/12/21
REVISION: 1
PER REVIEW COMMENTS:

SITE LAYOUT PLAN EXHIBIT A

DYNAMIC INVESTMENTS, INC.
CASAS DE LUZ
GRAND JUNCTION, COLORADO

DATE: 4-19-2021
PROJECT NO.: 2021-001-001
DRAWING NO.: CWD-252

SHARPER Engineering Services, Inc.
1254 N. 4th STREET GRAND JUNCTION, CO 81505
TELEPHONE (970) 242-0888 FAX (970) 242-9888

REGISTERED PROFESSIONAL ENGINEER
20047

SHEET 2 OF 9



- NORTHWEST LANDSCAPE:**
- (1) AUSTRIAN PINE
 - (1) PINON PINE
 - (1) GOLDEN RAIN TREE
 - (3) WICHITA BLUE JUNIPER
 - (3) THREE-LEAF SUMAC
 - (2) APACHE PLUME
 - (2) GREEN RABBITBRUSH
 - (3) GOLDEN SWORD YUCCA
 - (1) GRO-LOW SUMAC
 - (1) DWARF MUÑO PINE
 - (1) BUFFALO JUNIPER

AREA RESERVED FOR FUTURE COMMUNITY GARDEN TERRACED ON THE HILLSIDE, AND CENTRALLY LOCATED WITHIN THE DEVELOPMENT

- COMMUNITY GARDEN LANDSCAPE:**
- (1) GOLDEN RAIN TREE
 - (5) THREE-LEAF SUMAC
 - (5) APACHE PLUME
 - (3) GOLDEN CURRANT
 - (1) DWARF MUÑO PINE
 - (1) GRO-LOW SUMAC

HIGHLIGHT TERRACED OPEN SPACE WITH A SERIES OF WATERFALLS, AND SMALL POND. PLANT NATIVE LANDSCAPE IN FOREGROUND AND AROUND THE PERIMETER

- SLOPE LANDSCAPE:**
- (2) AUSTRIAN PINE
 - (1) WICHITA BLUE JUNIPER
 - (3) PURPLE-LEAF NINEBARK
 - (3) GOLDEN CURRANT

- BACK SLOPE LANDSCAPE:**
- (1) AUSTRIAN PINE
 - (2) WICHITA BLUE JUNIPER
 - (3) GREEN RABBITBRUSH

- BLDG LANDSCAPE:**
- (5) PATMORE ASH
 - (3) PURPLE-LEAF NINEBARK
 - (2) GRO-LOW SUMAC
 - (1) DWARF MUÑO PINE

- CENTRAL LANDSCAPE INCLUDING RETAINING WALL, FRONTAGE MONUMENT SIGN, & WATERFALL:**
- (4) AUSTRIAN PINE
 - (3) PINON PINE
 - (1) GOLDEN RAIN TREE
 - (4) WASHINGTON HAWTHORN
 - (1) PATMORE ASH
 - (5) WICHITA BLUE JUNIPER
 - (3) THREE-LEAF SUMAC
 - (1) GREEN RABBITBRUSH
 - (5) DWARF MUÑO PINE
 - (5) GRO-LOW SUMAC
 - (3) PURPLE-LEAF NINEBARK
 - (5) DWARF BLUE RABBITBRUSH
 - (5) APACHE PLUME
 - (5) BLUE MIST SPIREA
 - (5) BUFFALO JUNIPER
 - (5) GOLDEN SWORD YUCCA
 - (5) FEATHER REED GRASS
 - (5) RED GROUNDCOVER ROSE
 - (5) WHITE GROUNDCOVER ROSE

- EAST FRONTAGE LANDSCAPE:**
- (2) PINON PINE
 - (1) GOLDEN RAIN TREE
 - (1) WICHITA BLUE JUNIPER
 - (3) GREEN RABBITBRUSH
 - (3) GOLDEN CURRANT
 - (3) GOLDEN SWORD YUCCA
 - (1) GRO-LOW SUMAC
 - (1) DWARF MUÑO PINE
 - (1) BUFFALO JUNIPER

NOTE:
 1. SEE THE LEGEND ON SHEET L-2 FOR TOTAL LANDSCAPE QUANTITIES, LANDSCAPE NOTES, SEED MIX, AND SEEDING NOTES. SEE THE LANDSCAPE DETAILS ON SHEET L-3.
 2. THE ONLY PLANTS LOCATED IN THE SITE DISTANCE CLEAR ZONES ARE LOW SHRUBS (2' HIGH MAX) AND DECIDUOUS TREES. DECIDUOUS TREE BRANCHES SHALL BE PRUNED UP 8 FT., TYPICAL.

PLAN LEGEND:

	DROUGHT-TOLERANT GRANITE STONE WALL
	NATIVE NON-INDICATED GRASS
	NEW EVERGREEN TREES (PINE & JUNIPER)
	DECIDUOUS TREES (WASHINGTON HAWTHORN & DOGWOOD)
	DECIDUOUS SHRUB (NATIVE SHRUB & PERENNIAL)
	LANDSCAPE BOULDER OUTCROPPINGS
	FLAGSTONE STEPPING STONES
	DRY STREAM BED
	WATER FEATURE

- RETAINING WALL, FRONTAGE & WATERFALL LANDSCAPE:**
- (2) AUSTRIAN PINE
 - (2) PINON PINE
 - (1) PATMORE ASH
 - (1) GOLDEN RAIN TREE
 - (3) WASHINGTON HAWTHORN
 - (3) WICHITA BLUE JUNIPER
 - (3) THREE-LEAF SUMAC
 - (3) GREEN RABBITBRUSH
 - (4) DWARF MUÑO PINE
 - (5) GRO-LOW SUMAC
 - (5) PURPLE-LEAF NINEBARK
 - (5) DWARF BLUE RABBITBRUSH
 - (5) BLUE MIST SPIREA
 - (5) BUFFALO JUNIPER
 - (5) GOLDEN SWORD YUCCA
 - (5) FEATHER REED GRASS
 - (5) RED GROUNDCOVER ROSE
 - (5) WHITE GROUNDCOVER ROSE

NOTE:
 ALL PLANT LOCATED WITHIN THE SITE DISTANCE TRIANGLE ZONES ARE SHRUBS WITH A MAXIMUM HEIGHT OF 2 FT., OR TREES THAT SHALL HAVE BRANCHES PRUNED UP 7 FT. FROM THE GROUND, TYPICAL.



CITY COMMUNITY DEVELOPMENT
 ACCEPTED FOR CONSTRUCTION FOR ONE YEAR FROM THE DATE:

 ACCEPTED AS CONTRACTED: _____

CASAS DE LUZ
 Grand Junction, Colorado
 Planting Plan
 NORTH
 SCALE: 1" = 20'-0"
 SHEET L-1

DATE: 08/14/15
 SCALE: 0 20 40 FEET

Revised 5-25-11
 Julie Wolverton,
 Landscape Architect

 61945 Nighthawk Road
 Montrose, CO 81401
 p. 970.249.9392
 f. 970.240.1665
 wolvert@montrose.co

PLANT LEGEND: TREES = 33 TOTAL

SYM.	BOTANICAL NAME:	COMMON NAME:	SIZE:	QUANTITY:	REMARKS:
	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	2" CAL.	7 TOTAL	25' TALL, 20' SPREAD, WHITE SPRING FLOWERS
	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	2" CAL.	3 TOTAL	40' TALL, 30' SPREAD, YELLOW FALL COLOR
	KOELRUTERIA PANICULATA	GOLDEN RAIN TREE	2" CAL.	5 TOTAL	35' TALL, 25' SPREAD, ATTRACTIVE FALL PODS
	PINUS EDULIS	PINON PINE	8 FT. S&B	8 TOTAL	20' TALL, 10' SPREAD, GREEN EVERGREEN
	PINUS NIGRA	AUSTRIAN PINE	8 FT. S&B	10 TOTAL	40' TALL, 12' SPREAD, GREEN EVERGREEN

PLANT LEGEND: SHRUBS = 212 TOTAL

SYM.	BOTANICAL NAME:	COMMON NAME:	SIZE:	QUANTITY:	REMARKS:
	CALAMAGROSTIS 'KARL FOENSTER'	FEATHER REED GRASS	5 GALLON	14 TOTAL	4' TALL, 2' SPREAD, ORNAMENTAL GRASS
	CARYOPTERIS 'DARK KNIGHT'	BLUE MIST SPIREA	5 GALLON	15 TOTAL	3' TALL, 4' SPREAD, BLUE FLOWERS
	CHRYSOTHAMNUS NAUSEOSUS 'GRAVEOLIENS'	GREEN RABBITBRUSH	5 GALLON	15 TOTAL	4' TALL, 4' SPREAD, YELLOW FLOWERS
	CHRYSOTHAMNUS NAUSEOSUS 'NANA'	DWARF BLUE RABBITBRUSH	5 GALLON	15 TOTAL	2' TALL, 2' SPREAD, YELLOW FLOWERS
	FALLUGIA PARADOXA	APACHE PLUME	5 GALLON	14 TOTAL	3' TALL, 4' SPREAD, SILVER FOLIAGE
	JUNIPERUS SABINA 'BUFFALO'	BUFFALO JUNIPER	5 GALLON	15 TOTAL	1' TALL, 6' SPREAD, GREEN EVERGREEN
	JUNIPERUS 'WITCHITA BLUE'	WITCHITA BLUE JUNIPER	5 GALLON	14 TOTAL	15' TALL, 6' SPREAD, UPRIGHT SILVER/BLUE EVERGREEN
	PHYSCARPUS 'DIABLO'	PURPLE LEAF NINEBARK	5 GALLON	15 TOTAL	6' TALL, 6' SPREAD, PURPLE FOLIAGE
	PINUS MUGO 'SLOWMOUND'	DWARF MUGO PINE	5 GALLON	13 TOTAL	3' TALL, 4' SPREAD, EVERGREEN
	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	5 GALLON	17 TOTAL	3' TALL, 6' SPREAD, ORANGE FALL COLOR
	RHUS TRILOBATA	THREE-LEAF SUMAC	5 GALLON	14 TOTAL	5' TALL, 6' SPREAD, ORANGE FALL COLOR
	RIBES AUREUM	GOLDEN CURRANT	5 GALLON	8 TOTAL	5' TALL, 5' SPREAD, YELLOW FLOWERS
	ROSA 'PIRE MEIDLAND'	RED GROUNDCOVER ROSE	5 GALLON	14 TOTAL	3' TALL, 4' SPREAD, RED SUMMER FLOWERS
	ROSA 'WHITE MEIDLAND'	WHITE GROUNDCOVER ROSE	5 GALLON	14 TOTAL	2' TALL, 4' SPREAD, WHITE FLOWERS
	YUCCA FILAMENTOSA 'GOLDEN SWORD'	GOLDEN SWORD YUCCA	5 GALLON	14 TOTAL	3' TALL, 5' SPREAD, GOLDEN VARIEGATED SWORD LEAVES

LEGEND: STONE MULCH, NATIVE GRASS, EDGER, BOULDERS, ETC...

SYM.	DESCRIPTION:	QUANTITY:	REMARKS:
	SHREDDED CEDAR BARK MULCH	1,000 SF	PLACE 2" FT. DIA. AROUND TREES, 1 FT. DIA. AROUND SHRUBS TO MAINTAIN MOISTURE, AND THROUGHOUT DESIGNATED SHRUB BEDS AT 3" DEEP OVER LANDSCAPE FABRIC
	1/2" BROWN/BEIGE DECOMPOSED GRANITE STONE MULCH	25,000 SF	PLACE 3" DEEP (NO LANDSCAPE FABRIC) IN DESIGNATED LANDSCAPE AREAS
	DRYLAND GRASS SEED MIX	18,000 SF	SEE THE SEED MIX AND SEEDING NOTES THIS PAGE
	STEEL EDGER	45 LF	1/8" X 4" X 10 FT. COMMERCIAL GRADE STEEL EDGER. INSTALL WITH PROPER OVERLAPS AND STAKES PER MFG RECOMMENDATIONS
	LANDSCAPE BOULDERS: 90 AT DRY STREAM BED, 75 AT WATER FEATURES, 45 OTHER	(125) 2X2X3' (85) 3X3'X4'	BURY 1/3 DEPTH, 2 SIZES, OWNER FURNISHED AND CONTRACTOR INSTALLED SEE THE DETAIL, SHEET L-3
	DRY STREAM BED - 6" - 12" COBBLE	2,500 SF	MEANDER IN WIDTH AND DIRECTION. INSTALL PER THE DETAIL, SHEET L-3
	STONE RETAINING WALL - SEE THE CIVIL DWGS	SEE CIVIL	SEE THE CIVIL DRAWINGS
	DESIGN/BUILD RECIRCULATING WATERFALL, STREAM, POND BY CONTRACTOR	3 TOTAL	DESIGN / BUILD BY CONTRACTOR. COORDINATE WITH OWNER.

LANDSCAPE NOTES:

- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. DO NOT PLANT ANY TREES OR SHRUBS DIRECTLY OVER BURIED UTILITY LINES, OR ANY TREES UNDER OVERHEAD UTILITY LINES. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC... WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
- VERIFY ALL PLANT QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING BID. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
- THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTED AREAS AND GRASS UNTIL FINAL ACCEPTANCE INCLUDING IRRIGATION SYSTEM, WATERING OF PLANTS, SPRAYING, PRUNING, MULCHING, FERTILIZING, ETC...
- MEASURE OFF THE PLANS TO ACCURATELY LAYOUT ALL FEATURES AND PLANT LOCATIONS INCLUDING DRY STREAM BED, BERMS, SITE FEATURES, AND PLANTING AREAS.
- INSTALL A NEW AUTOMATIC PRESSURIZED UNDERGROUND IRRIGATION SYSTEM FOR THE NEW LANDSCAPE. PROVIDE LOW VOLUME BUBBLER IRRIGATION TO ALL TREES AND SHRUBS. THE PERIMETER SEEDED CONSTRUCTION GRADED AREAS SHALL BE TEMPORARILY IRRIGATED ONLY UNTIL ESTABLISHED. CONTRACTOR TO USE IRRIGATION DITCH WATER, PUMP, AND AUTOMATIC CONTROLLER. COORDINATE WITH OWNER.
- AMEND TOPSOIL AS NEEDED. ALL NATIVE GRASS SEED AREAS SHALL HAVE A MINIMUM DEPTH OF 4 INCHES OF TOPSOIL, AND PLANTING BED AREAS SHALL HAVE A MINIMUM DEPTH OF 6 INCHES OF TOPSOIL. ALL PARKING LOT ISLANDS SHALL HAVE A MINIMUM DEPTH OF 6" OF TOPSOIL. TOPSOIL SHALL BE FREE OF DEBRIS LARGER THAN 1" SIZE WITH A SALT READING OF NOT MORE THAN 3 MMHOS/CM.
- WHEN INSTALLING PLANT MATERIAL, PLANT MIX SHALL BE COMPRISED OF 1 PART SOIL CONDITIONER (DECOMPOSED BARK MULCH OR "MESA MAGIC" SOIL CONDITIONER) TO 2 PARTS TOPSOIL. OVER EXCAVATE THE PLANTING HOLES TWO TIMES THE DIAMETER OF THE ROOTBALL. FILL WITH PLANT MIX.
- PLANT MATERIAL WAS CHOSEN FOR ITS SPECIFIC VARIETY, HEIGHT, AND COLOR. ANY PLANT MATERIAL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
- STONE MULCH LANDSCAPE SHRUB AREAS SHALL BE INSTALLED WITH A MINIMUM OF THREE INCHES OF SPECIFIED STONE MULCH.
- SEED AREAS SHALL BE SEEDED AS SPECIFIED IN THE SEEDING NOTES AND SPECIFICATIONS. PRIOR TO SEEDING ROTOTILL 3 CY/1,000 SF OF SOIL CONDITIONER INTO THE TOP FOUR INCHES OF TOPSOIL AND FINE GRADE (COMPOSTED SAND/DUST, COMPOSTED 1/2" WOOD CHIPS, LEAF MATERIAL AND/OR HEAT/LOSS OR EQUAL. NO MANURES OF ANY TYPE SHALL BE USED). THERE SHALL BE NO CLODS GREATER THAN 2".
- SHREDDED CEDAR BARK MULCH SHALL BE PLACED AROUND THE DRIPLENE OF EACH PLANT 3" DEEP TO MAINTAIN MOISTURE, 2 FT. DIAMETER AROUND TREES, AND 1 FT. DIAMETER AROUND SHRUBS. HOWEVER, KEEP MULCH 6" AWAY FROM TREE TRUNKS AND 2" AWAY FROM SHRUB STEMS.
- WHEN PLANTING TREES, SHRUBS, OR PERENNIALS: THOROUGHLY SOAK PLANTING HOLE WHILE BACKFILLING. PRUNE DEAD OR DAMAGED BRANCHES IMMEDIATELY AFTER PLANTING.
- BURY LANDSCAPE BOULDERS TO 1/3 DEPTH TO LOOK INTEGRAL IN THE LANDSCAPE. GROUP BOULDERS AS SHOWN ON THE PLANS.
- ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN STANDARDS FOR NURSERY STOCK, CURRENT EDITION. PLANTING SHALL BE DONE IN CONFORMANCE WITH THE ASSOCIATED LANDSCAPE CONTRACTORS OF COLORADO (A.L.C.C.) SPECIFICATIONS. PLANT MATERIAL AND IRRIGATION SYSTEM TO BE GUARANTEED BY CONTRACTOR FOR ONE YEAR FROM FINAL ACCEPTANCE. ANY DEAD OR DYING PLANT SHALL BE REPLACED AT NO COST TO OWNER DURING GUARANTEE PERIOD.
- LANDSCAPE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR ANY MEANS, METHODS, OR APPROPRIATENESS OF CONSTRUCTION PROCEDURES BY ANY CONTRACTOR.

NATIVE GRASS SEED MIX:

DESCRIPTION: Dryland Grasses for Western Colorado	QUANTITY: rate lbs PLS/acre
Perennial Rye (Tetraploid)	Lolium perenne 6 lb
'Paloma' Indian Ricegrass	Achnatherum hymenoides 7 lb
Sandberg bluegrass	Poa sandbergii 5 lb
Nodding Brome	Bromus anomalus 7 lb
Blue Grama	Bouteloua gracilis 3 lb
Sand Dropseed	Sporobolus cryptandrus 2 lb
TOTAL 30 lbs PLS per acre (6 lbs PLS/1,000 SF)	

** Rates shown are to be used when seed is drilled. If seed is broadcast seeding rates should be doubled.

SEEDING NOTES:

- THE PERIMETER OF THE SITE SHALL BE DRILL SEEDED WITH NATIVE GRASS SEED TO REVEGETATE AND STABILIZE DISTURBED CONSTRUCTION AND BARE AREAS. THIS PERIMETER AREA WILL NOT BE IRRIGATED. THESE AREAS SHALL BE SEEDED ONLY IN LATE FALL OR EARLY SPRING TO TAKE ADVANTAGE OF NATURAL SEASONAL MOISTURE.
- SEED AFTER ALL FINAL GRADING, BOULDER PLACEMENT, AND PLANTING OF ALL PLANT MATERIAL IS COMPLETE.
- SOIL PREP: GRADE TOPSOIL TO A REASONABLE EVEN, SMOOTH, LOOSE SEED BED. ROTOTILL 3 CY/1,000 SF OF SOIL CONDITIONER INTO TOP 4"-6" OF TOPSOIL AND FINE GRADE.
- SEED SHALL BE UNIFORMLY APPLIED OVER THE ENTIRE DISTURBED AREA. ALL AREAS TO BE SEEDED THAT ARE 3:1 SLOPE OR FLATTER SHALL BE DRILL SEEDED. OPERATE EQUIPMENT PERPENDICULAR TO THE SLOPE. DRILL SEED 1 INCH DEEP IN ROWS SPACED NO MORE THAN 7 INCHES APART. ON SLOPES STEEPER THAN 3:1, SEED SHALL BE APPLIED BY MEANS OF A MECHANICAL BROADCASTER AT DOUBLE THE RATE REQUIRED FOR DRILL SEEDING. ALL SEED SOWN BY MECHANICAL BROADCASTERS SHALL BE RAKED OR DRAGGED INTO THE SOIL TO A DEPTH OF 1/2" CARE SHOULD BE TAKEN TO INSURE UNIFORM COVERAGE OF SEED.
- SEED SHALL BE MULCHED AND CRIMPED WITH STRAW MULCH WITHIN 24 HOURS OF SEEDING. NATIVE GRASS STRAW SHALL BE APPLIED AT THE RATE OF TWO TONS PER ACRE (APPROX. 1 BALE PER 500 SF). IT SHALL BE CRIMPED IN WITH A CRIMPER OR OTHER APPROVED METHOD TO A MINIMUM DEPTH OF 3". DO NOT MULCH DURING WINDY CONDITIONS. ANY AREAS DISTURBED BY MULCHING OPERATIONS SHALL BE RESEEDED AT CONTRACTOR'S EXPENSE.
- PROTECT ALL SEEDED AREAS FROM DAMAGE UNTIL NATIVE GRASS IS ESTABLISHED.

CASAS DE LUZ RESIDENTIAL DEVELOPMENT
CITY OF GRAND JUNCTION LANDSCAPE REQUIREMENTS:
82,022 SF (1.88 ACRES) IMPROVED AREA

82,022 / 2500 = 33 TREES
82,022 / 300 = 273 SHRUBS
MINUS 68 SHRUBS FROM 25X SHRUB TO NATIVE GRASS ALLOWANCE CONVERSION=205 REQUIRED SHRUBS

NATIVE GRASS MIN. ALLOWANCE PER CODE = 3,400 SF
NATIVE GRASS PROVIDED ON SITE = 18,000 SF

3 1/2" CALIPER TREES REQUIRED
33 TREES PROVIDED

205 5-GALLON SHRUBS REQUIRED
212 SHRUB PROVIDED

Revised 5-25-11

Julie Wolverton,
Landscape Architect



61945 Nighthawk Road
Montrose, CO 81401
p. 970.249.9392
f. 970.240.3665
wolverton@montrose.net



CITY COMMUNITY DEVELOPMENT
ACCEPTED FOR CONSTRUCTION FOR THE NEW OPENING SITE

ACCEPTED AS CONTRACTOR: _____ DATE: _____

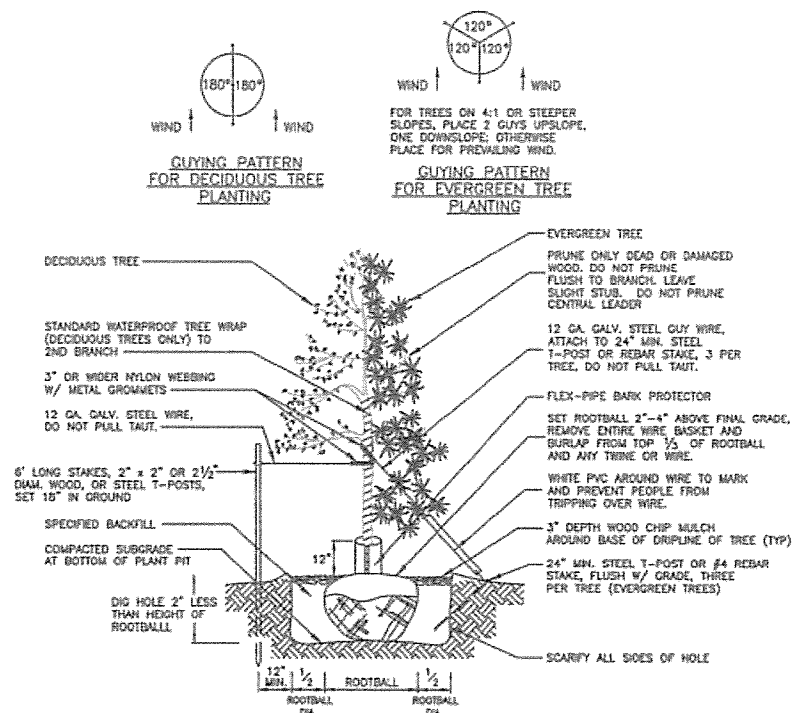
ACCEPTED AS CONTRACTOR: _____ DATE: _____



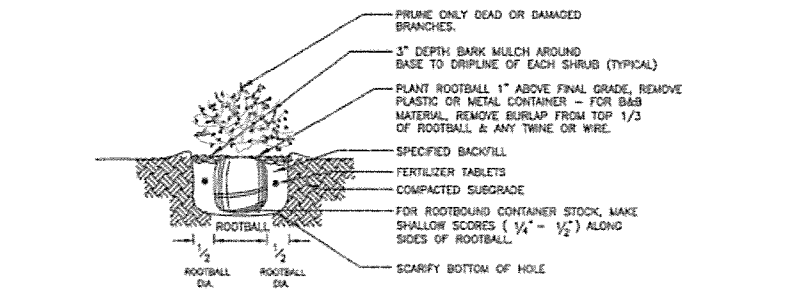
CASAS DE LUZ
Grand Junction, Colorado

Planting Legend & Notes
SCALE: 1" = 20'-0"
Sheet L-2

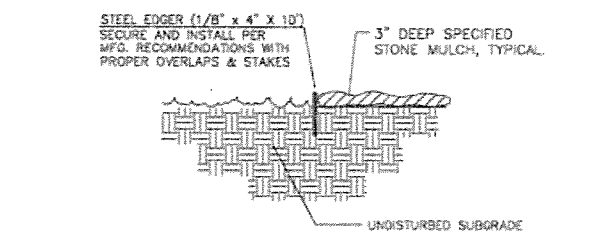




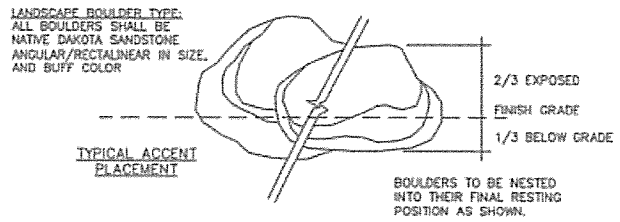
A TREE PLANTING SECTION
L-3 NOT TO SCALE



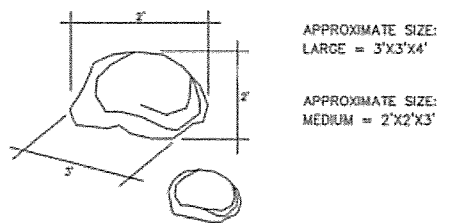
C SHRUB PLANTING SECTION
L-3



D STEEL EDGER / STONE MULCH
L-3 NOT TO SCALE

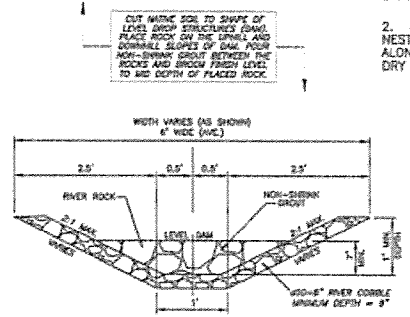


1. PLACEMENT OF LANDSCAPE BOULDERS REFERS TO BOULDERS PLACED IN THE GROUND WITH ONE THIRD (1/3) OF ITS MASS NESTED BELOW GRADE AND TWO THIRDS (2/3) OF ITS MASS ABOVE FINISHED GRADE.
2. CARE SHALL BE TAKEN DURING PLACEMENT AND HANDLING TO AVOID UNNATURAL SCARRING OF THE EXPOSED SURFACE.

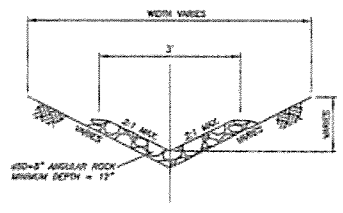


B LANDSCAPE BOULDER
L-3 NOT TO SCALE

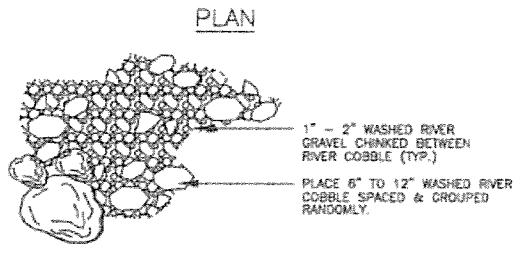
- NOTE:
1. WIDTH OF DRY STREAM BED SHALL VARY FROM APPROX. 2.5 FT. WIDE MIN. TO 8 FT. WIDE MAX. (6 FT WIDE AVERAGE)
 2. LANDSCAPE BOULDERS SHALL BE NESTED IN GROUPS IN A RANDOM FASHION ALONG THE EDGES AND THROUGHOUT THE DRY STREAMBED AS SHOWN ON THE DWGS.
 3. APPLY A PRE-EMERGENT HERBICIDE THROUGHOUT STREAMBED AREA BEFORE PLACEMENT OF COBBLE
 4. INSTALL DRY STREAM BED TO LOOK AS NATURAL AS POSSIBLE WITH VARYING ROCK SIZES AND GROUPINGS OF BOULDERS, AND VARYING WIDTH. LANDSCAPE ARCHITECT MUST APPROVE LAYOUT.



A-A COLLECTION DITCH SECTION



B-B SWALE SECTION



E DRY STREAM BED
L-3 NOT TO SCALE



CITY COMMUNITY DEVELOPMENT
ACCEPTED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.
ACCEPTED AS CONSTRUCTED _____ Date
_____ Date

CASAS DE LUZ
Grand Junction, Colorado

LANDSCAPE DETAILS
SCALE: Not to Scale
Sheet L-3

DATE: 08/14/16
SCALE: 0 20 40 FEET

Revised 5-25-11

Julie Wolverton,
Landscape Architect

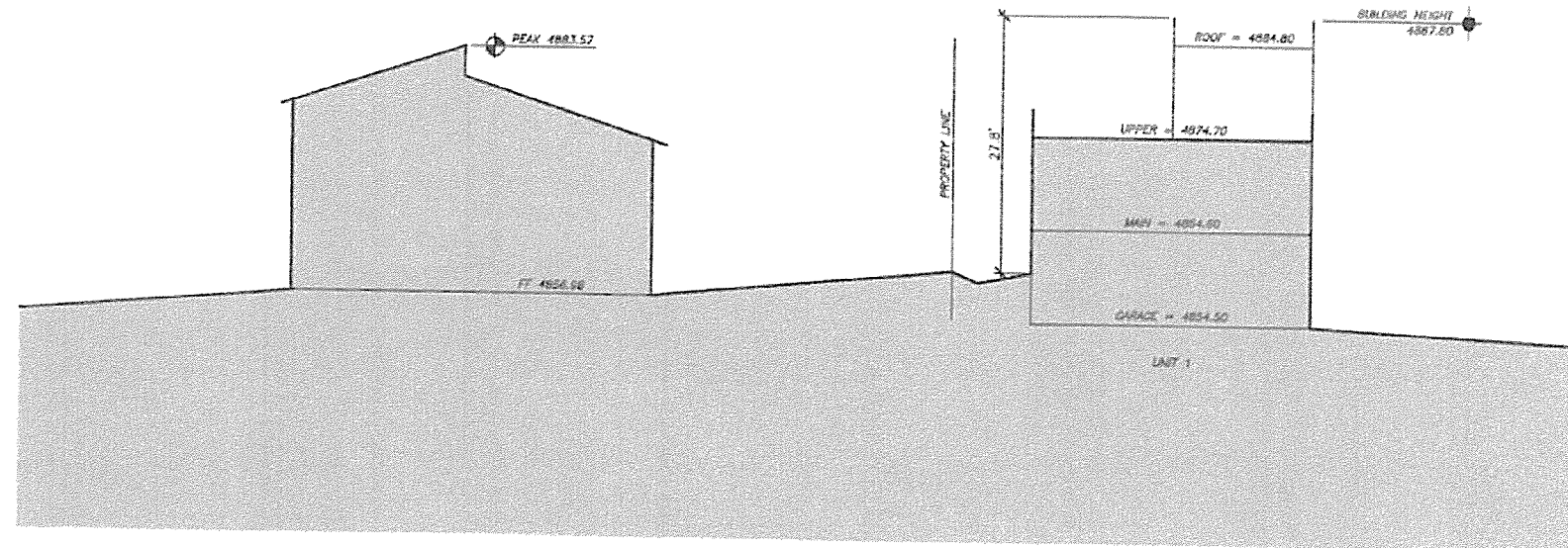
61945 Nighthawk Road
Montrose, CO 81401
p: 970.249.9392
f: 970.249.3665
wolvortons@montrose.net



CASAS de LUZ

SITE PLAN

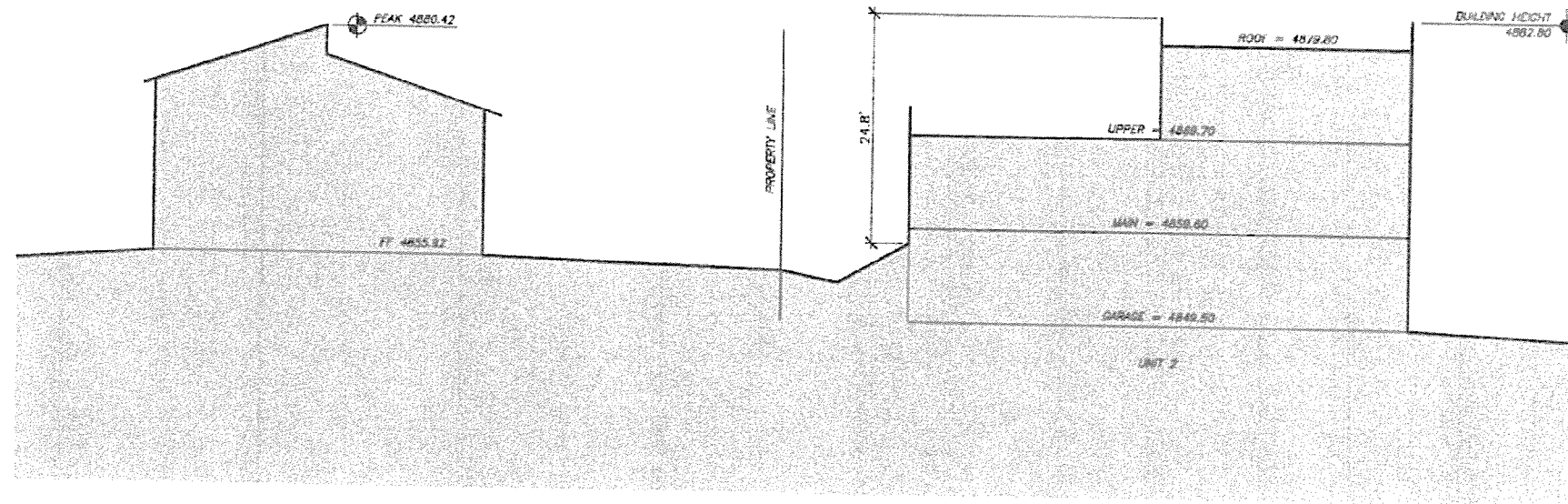
CHAMBERLIN ARCHITECTS



CASAS de LUZ
 SCALE: 1" = 20'

SITE SECTION 1

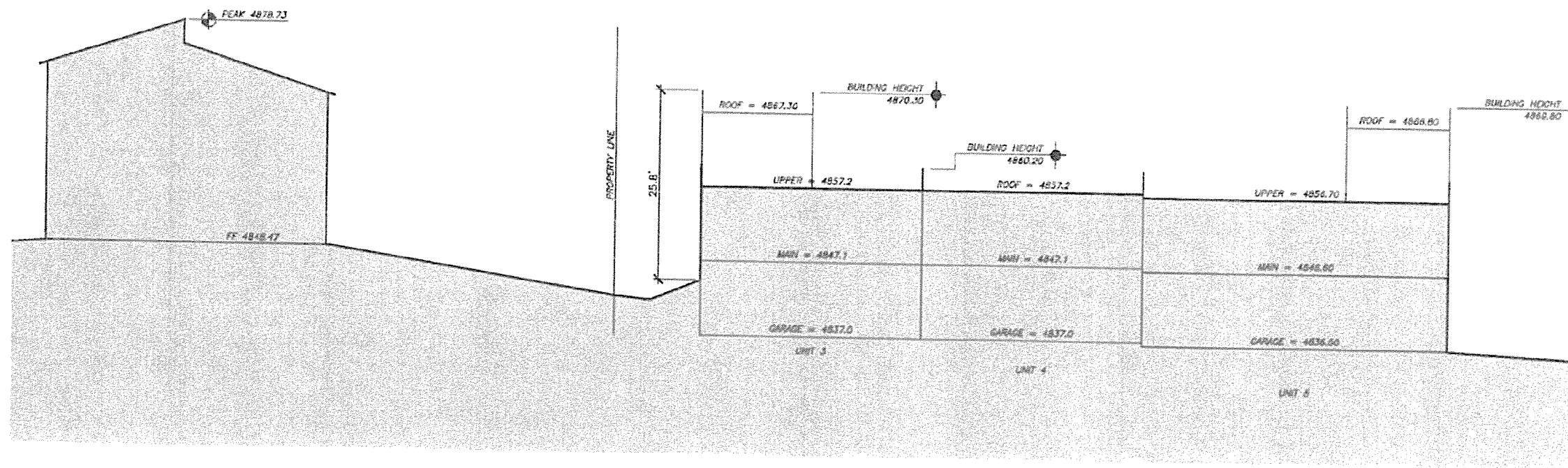
CHAMBERLIN ARCHITECTS



CASAS de LUZ
 SCALE: 1" = 20'

SITE SECTION 2

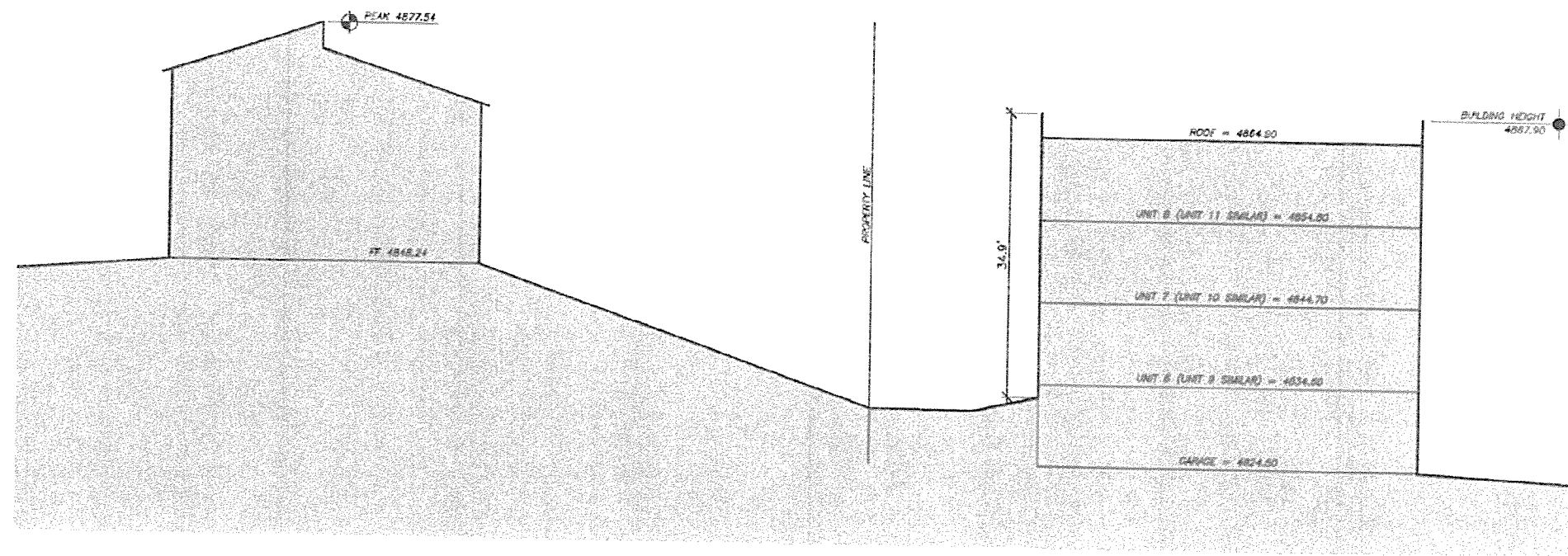
CHAMBERLIN ARCHITECTS



CASAS de LUZ
 SCALE: 1" = 20'

SITE SECTION 3

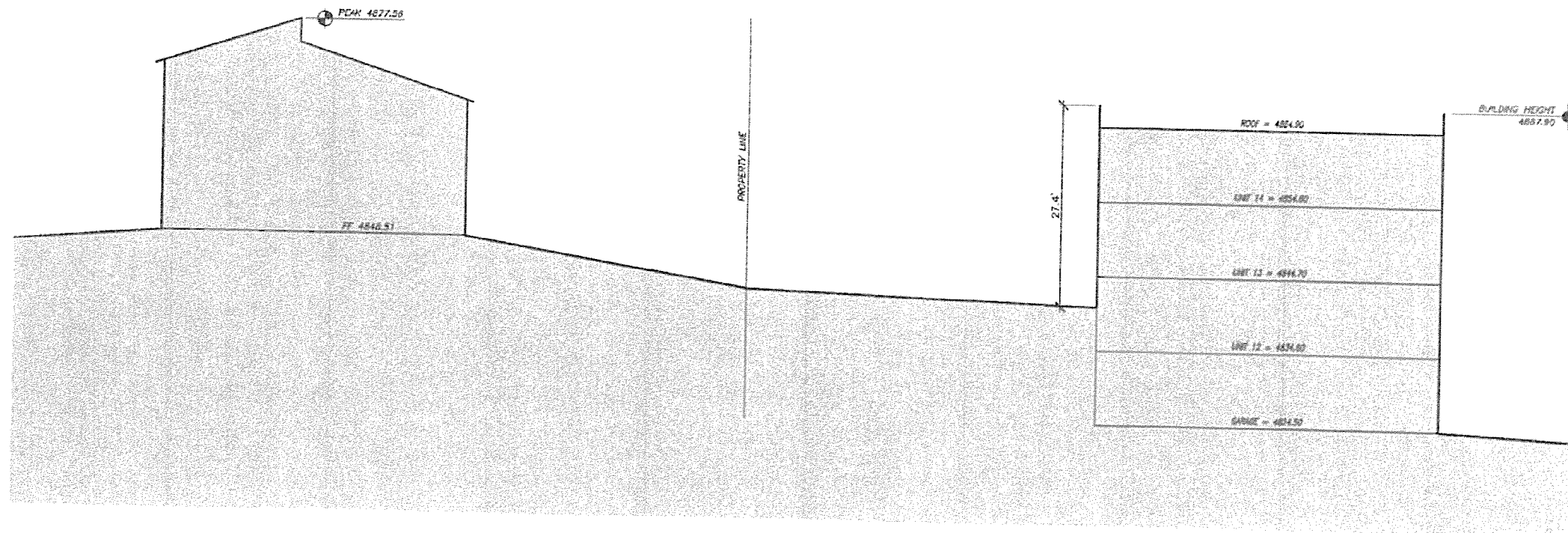
CHAMBERLIN ARCHITECTS



CASAS de LUZ
 SCALE: 1" = 20'

SITE SECTION 4

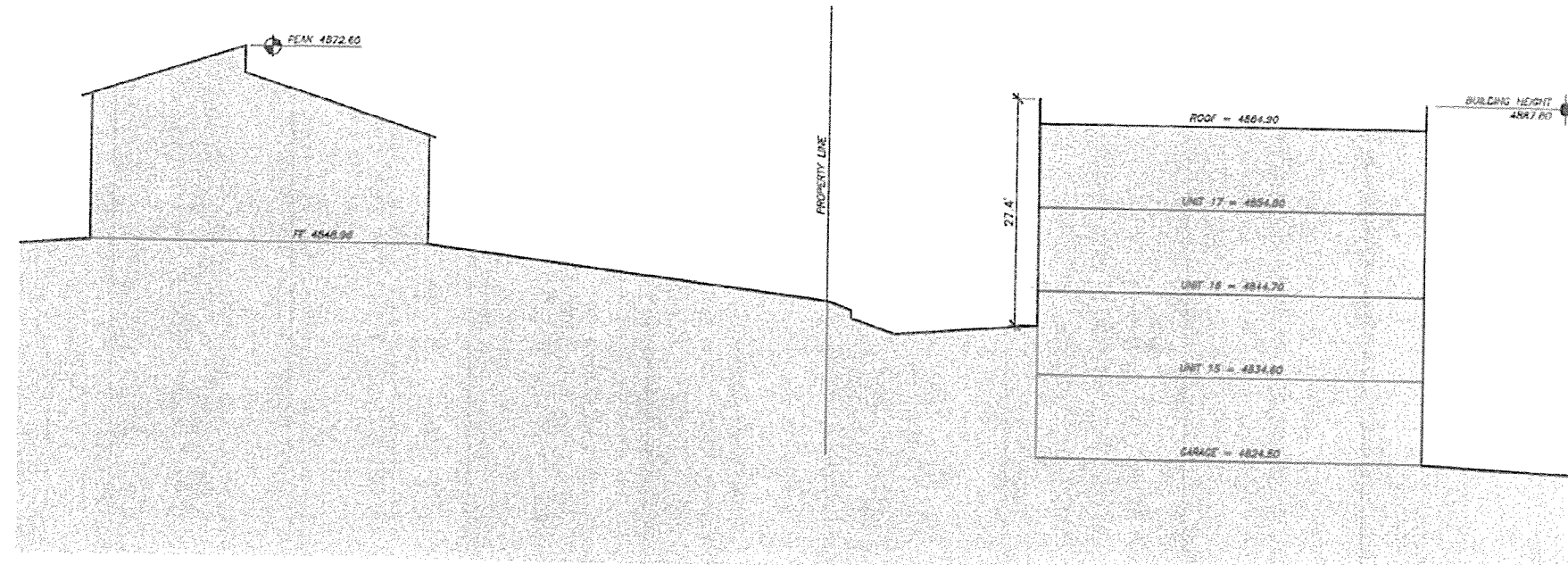
CHAMBERLIN ARCHITECTS



CASAS de LUZ
 SCALE: 1" = 20'

SITE SECTION 5

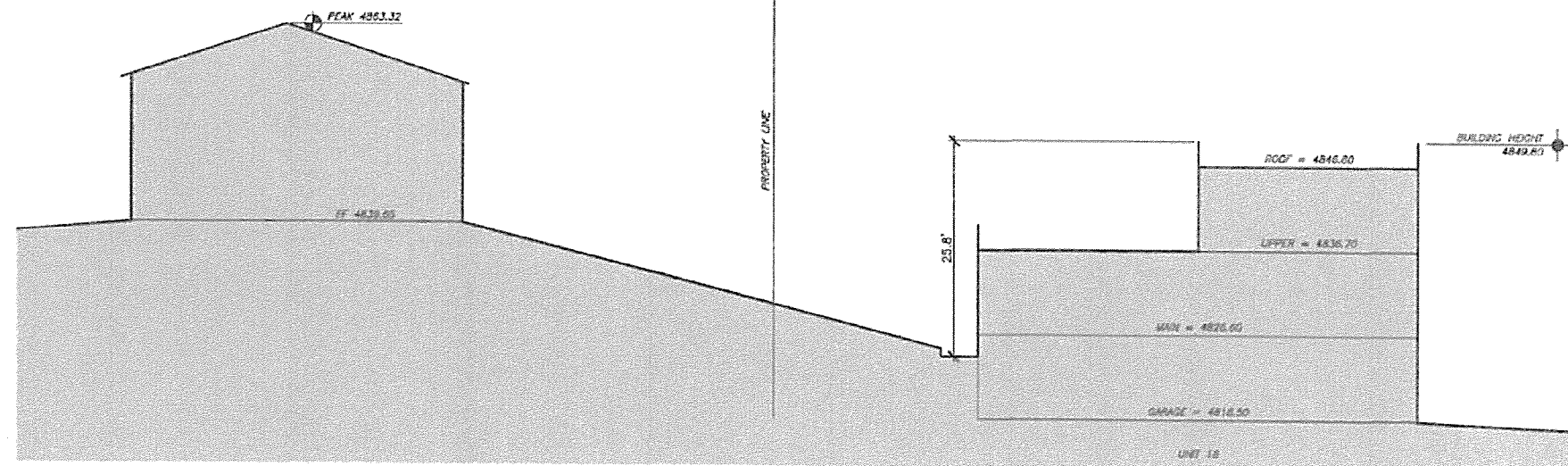
CHAMBERLIN ARCHITECTS



CASAS de LUZ
 SCALE: 1" = 20'

SITE SECTION 6

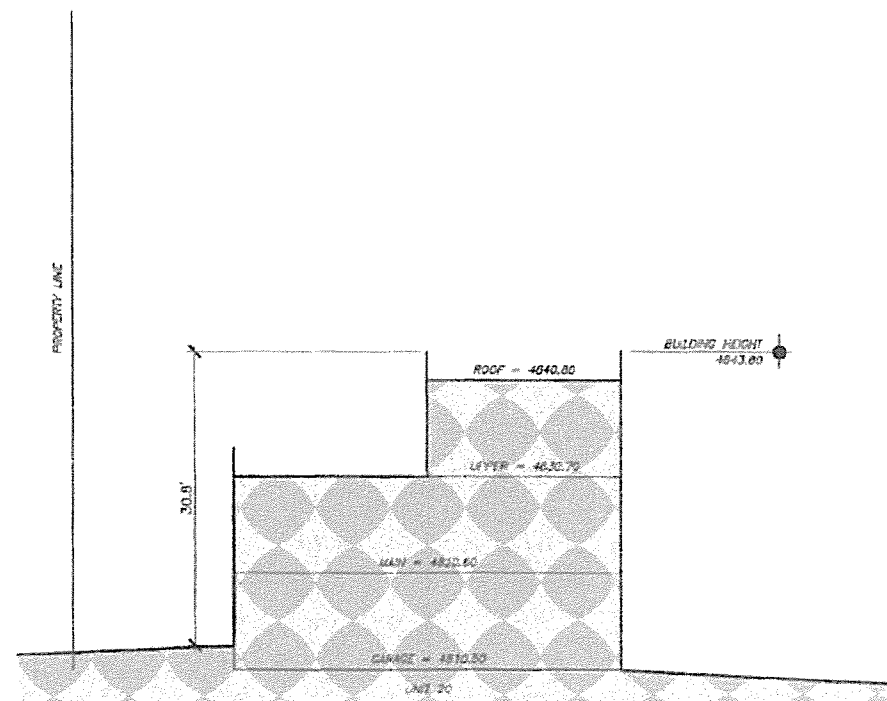
CHAMBERLIN ARCHITECTS



CASAS de LUZ
 SCALE: 1" = 20'

SITE SECTION 7

CHAMBERLIN ARCHITECTS



CASAS de LUZ
 SCALE: 1" = 20'

SITE SECTION 9

CHAMBERLIN ARCHITECTS

GRAND JUNCTION PLANNING COMMISSION
January 10, 2023, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:33 p.m. by Commissioner Teske.

Those present were Planning Commissioners; Andrew Teske, Ken Scissors, Kimberly Herek, Sandra Weckerly, Shanon Secrest, JB Phillips, and Melanie Duyvejonck.

Also present were Jamie Beard (City Attorney), Felix Landry (Planning Supervisor), Dave Thornton (Principal Planner), Nicole Galehouse (Principal Planner), Scott Peterson (Senior Planner), Dani Acosta (Senior Planner), and Jacob Kaplan (Planning Technician).

There were 28 members of the public in attendance, and 2 virtually.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from December 13, 2022.

2. Eagle Estates Extension Request

SUB-2017-605

Consider a Request by Normal Brothers, LLC to Extend for One-Year until January 11, 2024 the Conditional Administrative Approval to Record the Plat for Eagle Estates, 10 Lots on 5.44 acres in an R-2 (Residential-2 du/ac) zone district.

REGULAR AGENDA

1. Grand Valley Estates Annexation

ANX-2022-478

Consider a request by Grand Junction Venture LLC to zone 17.42 acres from County Residential Single Family – 4 (RSF-4) to R-12 (Residential – 12 du/ac) located at the northeast corner of 31 Road and E ½ Road.

Staff Presentation

Nicole Galehouse, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request. Additionally, she gave a brief history of the public notice activities for this item.

Applicant Ty Johnson was present and available for questions/comments.

Commissioner Secrest made the following motion “I’ll make a motion to approve that the proper notification was provided.”

Commissioner Scissors seconded; motion passed 7-0.

Questions for staff

Commissioner Weckerly asked staff to elaborate on the portion of the presentation pertaining to road improvements.

Commissioner Scissors asked the applicant what the advantages of zoning R-12 are.

Commissioner Teske asked the applicant why they were requesting R-12 instead of the previously requested R-8 zoning.

Public Hearing

The public hearing was opened at 5:00 p.m. on Tuesday, January 3, 2023, via www.GJSpeaks.org.

Carroll Aamold remarked on the downsides of the site for development. Specifically, he noted the potential flooding issues from Lewis Wash, the increased traffic/parking issues, and safety for pedestrians trying to cross on E ½ Road.

Stuart Foster commented that the R-12 zone designation would be incompatible with the existing surrounding land uses. He also spoke about the current safety and traffic issues on E ½ Road that may be exacerbated by development. He mentioned the neighborhoods near Colorado Mesa University and noted the differences in character between those neighborhoods and the one in question.

R. C. Buckley introduced a petition opposing the development and spoke about the lack of notification. He noted that the nearest development that matched the size of the one proposed was 3 miles away. He wondered why the acreage of the parcel was increasing over time and compared the proposed number of units for the site with that of the Eastbrook subdivision.

Rosemary Bonine requested that the property be annexed to R-5. She stated that E ½ Road is currently the 3rd largest route for east-west bound traffic and that it is not currently wide enough for turn lanes, sidewalks, and paths. She said the existing infrastructure and amenities are overwhelmed and wondered if police/fire would be able to keep up with the potential rise in crime. She pointed to "East States Garden Orchards" as reason to change the zoning to R-5.

Rod Hoover commented that 31 Road had been planned to be relocated on the East side of Lewis Wash. He said that he had not heard anything about a roundabout at 31 Road and E ½ Road and expressed that he would like to be better informed in the future. He brought up that the owner of the property across E1/2 Road was waiting to see what the plan was for the property in question, and worried that another large development might follow suit.

Lisa Cothrun requested that the planning commissioners visit Long's Park. She mentioned that there was wildlife inhabiting Lewis Wash and asked that the developer factor that into their plans.

Marc Baker commented that he wasn't particularly concerned about an R-8 zoning but was worried about the impact and R-12 zoning might have. He remarked on the size and location of the public notice sign.

Joe Jones brought up the importance of the quality of life in Grand Junction and the impact this subdivision would have. He also spoke about the existing traffic problems in the area.

Dave Dearborn questioned the noticing distance for properties adjacent to the proposed subdivision. He echoed concerns of car accidents at 31 and E ½ Road due to increased traffic.

Labecca Jones spoke with the Audobahn society on the endangered wildlife in the area. She also expressed concerns about the proximity of the new development to Lewis Wash and the dangers it could pose to children and pets.

Scott Rafferty listed a number of accidents he has seen along 31 Road and at the intersection with E ½ Road. He expressed that he would like to see development of single-family homes instead of apartments.

Miles Cothrun noted that 31 Road is the main thoroughfare for traffic moving from Patterson to E ½ Road. He commented on the noise and crime at Long's Park. He also commented on the views from his property.

The public hearing was closed at 7:10 p.m. on January 10, 2023.

Discussion

Applicant Ty Johnson noted that there are pending improvements to 31 Road and E ½ Road. He also noted that there would be an in-depth site plan review prior to any development. He reiterated that the R-12 zone is more desirable than R-8 given the relaxed lot requirements and the site's proximity to amenities. He noted that there is a housing shortage in Grand Junction, and this development would provide many new units for residents.

Commissioner Weckerly inquired about the "sliver" of the parcel as shown on the staff presentation. She requested confirmation that the 31 Road improvements would occur through development of the adjacent properties. She wondered whether the City or County would be responsible for completion of 31 Road improvements. She reiterated that the R-12 zone does not allow for Single-Family detached homes. She listed the approval criteria and elaborated on the ways in which the development met or did not meet them.

Commissioner Duyvejonck asked about the proposed 31 Road extension. She said she the "efficient and connective transportation" would be worth more consideration if the improvements to 31 Road continued all the way to Patterson. She expressed agreement with the community that the new development would not be compatible with the surrounding area. She noted that the existing infrastructure didn't necessarily support development of this kind.

Commissioner Scissors asked what the West boundary of the property is. He spoke to the abundance of public input about the R-12 zoning and their arguments that it would not be compatible with the existing development. He asked what the specific difference in max building

height was between R-8 and R-12. He expressed agreement with the community that the new development would not be compatible with the surrounding area.

Commissioner Phillips asked if the plan was to build 31 Road on top of Lewis Wash. He mentioned that there are many new drivers on 31 Road and E ½ Road due to the proximity to Central High School. He talked about the high crime rate at Long's Park and the surrounding area. He was skeptical that this development would provide people a reason to take alternative forms of transportation. He wondered if the site did not meet the "efficient and connective transportation" standards as stated in the staff presentation. He brought up safety concerns for children crossing E ½ Road to attend the proposed charter school to the South.

Commissioner Herek inquired as to how the City/County ensured that the proposed 31 Road improvements continued beyond the Northern lot line of the property in question. She echoed Commissioner Weckerly's concerns about accountability between the City and County over 31 Road improvements. She said one of the main reasons she did not support the annex to R-12 was its inability to allow single-family homes.

Commissioner Secrest reiterated some of the concerns stated by the other Commissioners and expressed agreement with the community that the new development would not be compatible with the surrounding area.

Development Engineer Rick Dorris spoke about the current plan for improvements to 31 Road. He stated that improvements to 31 Road would likely occur via the Traffic Impact studies/fees as a result of development.

Commissioner Teske mentioned that many of the issues brought up by the public would be addressed during site plan review. He noted that the 2020 One Grand Junction Plan was drafted with community input and one of the main considerations was combatting the housing shortage.

Assistant City Attorney Jamie Beard responded to Commissioner questions.

Felix Landry explained some of the planning considerations around crime and traffic.

Motion and Vote

Commissioner Scissors made the following motion "Mr. Chairman, on the Zone of Annexation request for the property located at the northeast corner of 31 Road and E ½ Road, City file number ANX-2022-478, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Secrest seconded; motion failed 1-6.

2. Roy's RV Annexation

ANX-2021-770

Consider a request by Roy A. Laplante, III, to zone 1.45 acres from County RSF-R (Residential Single Family Rural - one dwelling per five acres) to City I-1 (Light Industrial) located at 2795 Riverside Parkway.

Staff Presentation

Dani Acosta, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Representative Eric Slivon was present and available for questions.

Questions for staff

Public Hearing

The public hearing was opened at 5:00 p.m. on Tuesday, January 3, 2023, via www.GJSpeaks.org.

The public hearing was closed at 8:06 p.m. on January 10, 2023.

Discussion

Commissioner Teske inquired why the preceding annexation (Grand Valley Estates) met the criteria whereas the current item did not.

Motion and Vote

Commissioner Scissors made the following motion “Mr. Chairman, on the Zone of Annexation for the Roy’s RV Annexation to I-1 (Light Industrial) zone district, file number ANX-2021-770, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

Commissioner Secrest seconded; motion passed 7-0.

3. Casas de Luz Unit 4 Building Height Amendment **PLD-2022-824**

Consider a request by Casas Land Partners LLC, to Amend Ordinance 4482 for the Casa de Luz Planned Development to adjust the maximum building height for only Unit 4 from 24’ to 34’, located at 365 W. Ridges Boulevard.

Staff Presentation

Due to a potential conflict of interest, Commissioner Teske recused himself from deliberating on the item.

Scott Peterson, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Representative Mike Stubbs was present and available for questions.

Questions for staff

Commissioner Weckerly asked where max building elevation is measured from. She also asked for confirmation that the building heights would not be further increased in the future.

Commissioner Scissors reaffirmed that the proposed building height amendment would not increase the overall building height. He inquired as to the topography of the site and the impact of this amendment on the solar efficiency of the sites to the North.

Representative Mike Stubbs elaborated on the request and responded to the commissioner's questions and comments.

Public Hearing

The public hearing was opened at 5:00 p.m. on Tuesday, January 3, 2023, via www.GJSpeaks.org.

Ulrike Magdalenski expressed the challenges that the current Casas de Luz development has brought about and her concern about future building height increases.

Christine Tuthill mentioned the previous covenants restrictions on building heights and viewsheds to maintain aesthetics. She also noted the status of projects under construction in the surrounding area.

Russ Carson requested better methods for indicating to residents what the proposed developments will look like prior to construction.

Kendra Samart spoke about the passive solar heating for the properties to the North of the proposed development and how the new buildings could block sunlight from reaching their homes.

Representative Mike Stubbs remarked that the public comments did not pertain to the amendment in question.

The public hearing was closed at 8:44 p.m. on January 10, 2023.

Discussion

Commissioner Weckerly agreed that the buildings do look larger from the road given the drastic slope of the site. She also agreed that the buildings did have a negative impact on the aesthetic of the area, however the buildings were already approved and to deny the proposed amendment would seem like a punishment to the developer.

Commissioner Secret echoed the comments of Commissioner Weckerly.

Motion and Vote

Commissioner Phillips made the following motion "Mr. Chairman, on the request to Amend Ordinance 4482 for the Casa de Luz Planned Development to adjust the maximum building height for only Unit 4 from 24' to 34', I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Herek seconded; motion passed 6-0.

OTHER BUSINESS

Felix Landry noted that this would be Scott Peterson's last Planning Commission Hearing before his retirement.

ADJOURNMENT

Commissioner Scissors moved to adjourn the meeting.

The vote to adjourn was 7-0.

The meeting adjourned at 8:52 p.m.

DRAFT

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 4482 FOR THE CASAS DE LUZ PLANNED DEVELOPMENT, A PORTION OF THE RIDGES PLANNED DEVELOPMENT, TO REVISE THE MAXIMUM BUILDING HEIGHT FOR UNIT 4 TO 34 FEET LOCATED ADJACENT TO WEST RIDGES BOULEVARD AND WEST OF SCHOOL RIDGE ROAD

Recitals

The applicant, Casas Land Partners LLC, wishes to revise the maximum building height for proposed Unit 4 within the Casas de Luz Planned Development residential subdivision from 24' to 34'. The Casas de Luz residential development plan consists of the development of a total of 20 residential lots, common areas and stacked condominium units on property zoned PD (Planned Development) and was originally approved in September 2011.

This Ordinance revises the maximum building height for only Unit 4 within the Casas de Luz Planned Development as provided in Ordinance No. 4482 from 4861' height above sea level to 4871' height above sea level (24' to 34') and clarifying that there is no default maximum building height for the planned development, except for the specific maximum heights set forth under the deviations section of the Ordinance.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended approval of the request to revise the maximum building height for proposed Unit 4 within the Casas de Luz Planned Development residential subdivision from 24' to 34'.

The City Council finds that the review criteria for the planned development that were established at the time of Ordinance No. 4482 was adopted are still applicable and are still met and that the establishment thereof is not affected by revision to the maximum building height for proposed Unit 4 within the Casas de Luz Planned Development residential subdivision from 24' to 34'. Therefore, the City Council finds that the request is reasonable in light of the current market conditions and trends and is in the best interests of the community.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

The Maximum Building Height established by Ordinance No. 4482 is amended as follows:

The following language is deleted under Default Zoning:

Maximum building height: 40' (The default maximum building height for single family attached and detached, including two family dwellings shall be 25' in conformance with the previously amended Ordinance 2596 for the Ridges PD.)

The following language is modified under Deviations for Unit 4:

Maximum Building Height:

All measurements for maximum heights are at sea level.

Unit 4: 4871'

All other aspects of Ordinance No. 4482, 4654 and 4895 not inconsistent herewith shall remain in effect.

INTRODUCED on first reading this _____ day of _____, 2023 and ordered published in pamphlet form.

ADOPTED on second reading this _____ day of _____, 2023 and ordered published in pamphlet form.

ATTEST:

Anna M. Stout
President of the City Council

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #7.a.ii.

Meeting Date: February 15, 2023
Presented By: Daniella Acosta, Senior Planner
Department: Community Development
Submitted By: Dani Acosta, Senior Planner

Information

SUBJECT:

A Resolution Accepting the Petition for the Annexation of 1.45 Acres of Land and Ordinances Annexing and Zoning the Roy's RV Annexation from County RSF-R (Residential Single Family Rural) to I-1 (Light Industrial), Located at 2795 Riverside Parkway

RECOMMENDATION:

Staff recommends adoption of a resolution accepting the petition for the Roy's RV Annexation, and approval of the annexation and zone of annexation ordinances. The Planning Commission heard the rezoning request at its January 10, 2023, meeting and voted (7-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicant, Roy A. Laplante, III, is requesting a zone of annexation to I-1 (Light Industrial) for the Roy's RV Annexation. The 1.45-acre property consists of one parcel of land located at 2795 Riverside Parkway. The property is partially developed and will be seeking further redevelopment.

The property is Annexable Development per the Persigo Agreement. The Applicant is requesting annexation into the city limits. Annexation is being sought in anticipation of developing a recreational vehicle (RV) and boat storage. The proposed zone district of I-1 is consistent with the Industrial Land Use category of the Comprehensive Plan. The request for annexation is being considered concurrently by City Council with the zone of annexation request. Both are included in this staff report. The application was submitted in 2021 but the project was carried into 2022 due to existing boundary conflicts that needed to be resolved by the Applicant. The boundary conflicts were resolved in November of 2022.

BACKGROUND OR DETAILED INFORMATION:

Annexation Request

The Applicant, Roy A. Laplante, III, is requesting annexation of 1.45 acres consisting of one parcel of land located at 2795 Riverside Parkway. There is no road right-of-way included in the annexation. There currently exists a single-family residence on the property, as well as two open-face structures along the western property line behind the house. The Applicant intends to develop the property further, creating a recreational vehicle (RV) and boat storage facility, with individual storage units for rent. The existing single-family residence will be converted into a business residence containing the business office for the storage facility.

The property is Annexable Development per the Persigo Agreement. The Applicant is requesting annexation into the city limits. Annexation is being sought in anticipation of the RV and boat storage facility development. The request for zoning will be considered separately by the City Council, but concurrently with the annexation request and will be heard in a future Council action.

The schedule for the annexation and zoning is as follows:

- Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use – January 4, 2023.
- Planning Commission considers Zone of Annexation – January 10, 2023.
- Introduction of a Proposed Ordinance on Zoning by City Council – January 18, 2023.
- Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council – February 15, 2023.
- Effective date of Annexation and Zoning – March 19, 2023.

Zone of Annexation Request

The Applicant is requesting a zone district of I-1 (Light Industrial). The property is currently zoned in the County as RSF-R (Residential Single Family Rural – one dwelling per five acres). The proposed district zone is consistent with the Industrial Land Use category of the 2020 Comprehensive Plan. The surrounding properties are a mixture of City zoned properties, mostly I-1 and I-2 (General Industrial), and County I-2 and RSF-R. The County RSF-R zone district is a zone district that provides zoning for interim agricultural uses prior to urbanization that is expected by the Comprehensive Plan. The County I-2 (General Industrial District) is primarily intended to accommodate areas of heavy and concentrated fabrication, manufacturing and industrial uses. Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission.

The property is currently adjacent to the existing city limits. The property owner has signed a petition for annexation.

The annexation area has sewer service and all other urban amenities to the property accommodating future storage development. It is located within Tier 1 on the

Intensification and Growth Tiers Map of the Comprehensive Plan. Additionally, the subject property is located within the Greater Downtown Plan's Rail District and the Industrial Corridor Overlay. As such, any new site development or redevelopment of the property is subject to Riverside Parkway industrial corridor standards, including architectural design elements, as outlined in Section 24.08.120 of the Grand Junction Municipal Code.

In addition to I-1 zoning requested by the petitioner, the following zone districts would also be consistent with the proposed Comprehensive Plan designation of Industrial:

- General Commercial (C-2)
- Industrial/Office Park (I-O)
- General Industrial (I-2)

NEIGHBORHOOD MEETING

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held in-person on October 4, 2021, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant, the Applicant's representative and City staff were in attendance. No members of the public attended the meeting.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. The subject property was posted with an application sign in October of 2021, and the sign was reposted on December 30, 2022. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on December 29, 2022. The notice of the Planning Commission public hearing was published January 4, 2023 in the Grand Junction Daily Sentinel.

ANALYSIS

Annexation Analysis

Staff has found, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Roy's RV Annexation is eligible to be annexed because of compliance with the following:

- a. A proper petition has been signed by more than 50% of the owners and more than 50% of the property described. The petition has been signed by the owners of the property or 100% of the owners and includes 100% of the property described excluding right-of-way.
- b. Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits. Fifty percent of the perimeter of the Roy's RV Annexation is contiguous with the City limits, exceeding the 1/6 contiguity requirements for the annexations.
- c. A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use city streets, parks and other urban facilities.

- d. The area is or will be urbanized in the near future. The property owner is currently planning for development to build a RV and boat storage facility, renting out storage units.
- e. The area is capable of being integrated with the City. The proposed annexation is adjacent to the city limits on two sides and has direct access to Riverside Parkway. Utilities and City services are also available and currently serving the property.
- f. No land held in identical ownership is being divided by the proposed annexation. The entire property owned by the applicant is being annexed. No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent. Contiguous property owned by the petitioner is less than 20 acres in size, so this requirement does not apply. However, the petitioner has granted consent to the City to annex the property.

Please note that the annexation petition was prepared by the City.

Zone Annexation Analysis

The criteria for review are set forth in Section 21.02.140 (a) and includes that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

- (1) Subsequent events have invalidated the original premises and findings; and/or

The property owner has petitioned for annexation into the City limits and requested zoning of I-1, which is compatible with the Comprehensive Plan Land Use Map designation of Industrial. Since the Applicant's properties are currently in the County, the annexation of the property may be viewed as a subsequent event that will invalidate one of these original premises, a county zoning designation. However, annexation into the City is not a subsequent event. Furthermore, Staff has found this to not be enough justification as the land use designation for this property between the 2010 Comprehensive Plan and the 2020 Grand Junction has not changed. The 2010 Comp Plan designated the property as Industrial and the 2020 Comprehensive Plan designated the property land use as Industrial. Therefore, this criterion has not been met.

- (2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

The surrounding area has seen little new development. In the past decade there have been only three major site plans submitted. The majority of projects submitted were either industrial or heavy commercial in nature. In 2022, a major site plan was submitted for Barnes Electric, a 3,744 square-foot electrician contractor shop (SPN-2022-607). In 2018, the City approved a mini-storage facility (SPN-2018-58), and in

2014, a pet boarding facility (SPN-2014-215). Other development that occurred in the immediate area include sign clearances for existing businesses (SGN-2019-326, SGN-2017-810) and planning clearances for interior remodels (PCN-2018-1382, PCN-2018-1539), as well as a lot consolidation (SSU-2014-26) and a lot adjustment (SSU-2014-215). In the last past nine years, the immediate area has only seen one other annexation, for the aforementioned Barnes Electric (ANX-2019-326). However, due to the low volume of substantial development activity over the past decade and the already existing industrial nature of the immediate area, it is premature to conclude that the area has changed dramatically enough in character to warrant a rezone. As such, staff finds this criterion has not been met.

- (3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

Existing public and community facilities and services are available in close proximity to and can be extended into the annexation area. These services are sufficient to serve land uses associated with the proposed I-1 zone district for this property, and the potential RV and boat storage facility. Water and sewer services are available. This property is within the Ute Water District service area and is served a 12-inch water line. The area can be served by Xcel Energy for natural gas and for electricity.

The property is currently within the Persigo 201 Sewer Service Area and has a 24-inch sewer line in the Riverside Parkway right-of-way with available capacity to accommodate future development of this property. The property is in the Grand Junction Rural Fire Protection District, served by the Grand Junction Fire Department through an intergovernmental agreement between the City and the rural fire district. No changes in fire protection and emergency medical response are expected due to this annexation. Primary response is from Fire Station 1 at 620 Pitkin Avenue and from that location response times are within National Fire Protection Association guidelines. Fire Station 1 has the capacity to handle calls for service resulting from this annexation. Staff has found the public and community facilities are adequate to serve the type and scope of urban land uses in the future at such time the property is further urbanized, and existing public facilities can accommodate the industrial/heavy commercial operation of RV and boat storage rental units in the near term. Therefore, this criterion has been met.

- (4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

City parcels within the intermediate area are primarily zoned I-1 or I-2, both which implement the Land Use Designation of Industrial. Therefore, staff has determined that there is not a deficit of zone districts that can implement this land use. This criterion has not been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

Annexation and zoning of the properties will create additional land within the City limits for city growth and it helps fill in the patchwork of unincorporated and/or urban area that is adjacent to the City limits. The annexation is also consistent with the City and County 1998 Persigo Agreement. The requested zone district will provide an opportunity for industrial businesses consistent with the Comprehensive Plan to meet the needs of the growing community. This principle is supported and encouraged by the Comprehensive Plan and furthers the plan’s goal of fostering a vibrant, diverse, and resilient economy identified in Plan Principle 2: Resilient and Diverse Economy, found in Chapter 2 of the 2020 One Grand Junction Comprehensive Plan. Therefore, Staff finds that this criterion has been met.

Compliance with The Comprehensive Plan

The rezone criteria provide that the City must also find the request consistent with the vision, goals, and policies of the Comprehensive Plan. Staff has found the request to be consistent with the following goals and policies of the Comprehensive Plan:

Plan Principle 2.1.a. – Economic Diversity: Support the further diversification of the economy that is prepared to anticipate, innovate, and proactively respond to cyclical economic fluctuations and evolution.

Plan Principle 3.1.b. – Intensification And Tiered Growth: Support the efficient use of existing public facilities and services by directing development to locations where it can meet and maintain the level of service targets as described in Chapter 3, Servicing Growth. Prioritize development in Tier 1: Urban Infill areas.

Relationship to Existing Zoning. Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation.

- Guide future zoning changes. Requests for zoning changes are required to implement the Comprehensive Plan.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Roy’s RV Annexation, ANX-2021-770 request for the property located at 2795 Riverside Parkway from County RSF-R (Residential Single Family Rural) to I-1 (Light Industrial), the following findings of facts have been made:

1. The request conforms with Section 21.02.140 of the Zoning and Development Code.
2. The request is consistent with the vision (intent), goals and policies of the Comprehensive Plan.

Therefore, Planning Commission recommends approval of the request.

FISCAL IMPACT:

As the property is developed, property tax levies and municipal sales and use tax will be collected, as applicable. For every \$1,000,000 of actual value, City property tax revenue on commercial property at the current assessment rate would be approximately \$2,320 annually. Sales and use tax revenues will be dependent on construction activity and ongoing consumer spending on City taxable items for residential and commercial uses.

Utilities

Water and sewer services are available to this property. This property is within the Ute Water District service area. A 12-inch water line runs along Riverside Parkway. The property is currently within the Persigo 201 Sewer Service Area. However, the property currently has a sewer connection. Therefore, there would be no fiscal impacts to the Sewer Fund.

Fire Department

Currently, this property is in the Grand Junction Rural Fire Protection District, which is served by the Grand Junction Fire Department through a contract with the district. The rural fire protection district collects a 7.6060 mill levy that generates \$110.44 per year. If annexed, the property will be excluded from the district and the City's 8 mills will generate \$116.16 per year. Once future development is decided, property tax revenue will change to reflect the planned development and will need to pay for not only fire and emergency medical services, but also other city services provided for the area. City services are supported by a combination of property taxes and sales/use taxes. No changes in fire protection and emergency medical response are expected due to this annexation. Primary response is from Fire Station 1 at 620 Pitkin Avenue and from that location response times are within National Fire Protection Association guidelines. Fire Station 1 has the capacity to handle calls for service resulting from this annexation.

Police Department

Based on the proposed annexation here, the expected impact on the need for additional officers is zero to maintain our current ratio of .0021 officers (authorized)/city resident (67,000 residents) per resident of Grand Junction. The annexation will have an impact on calls for service, but it is expected the impact will be minimal based upon a possibility of only roughly 2 people living on site and some potential crime related calls for service of burglaries, thefts and frauds. However, considering expected population increases from other residential projects this year that increased the need for additional officers, those increases should balance with any needs of the Department for this project.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 19-23, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the Roy's RV Annexation, comprising 1.45 acres, located at 2795 Riverside Parkway, as well as adopt Ordinance No. 5129 annexing territory to the City of Grand Junction, Colorado, the Roy's RV Annexation, comprising 1.45 acres located at 2795 Riverside

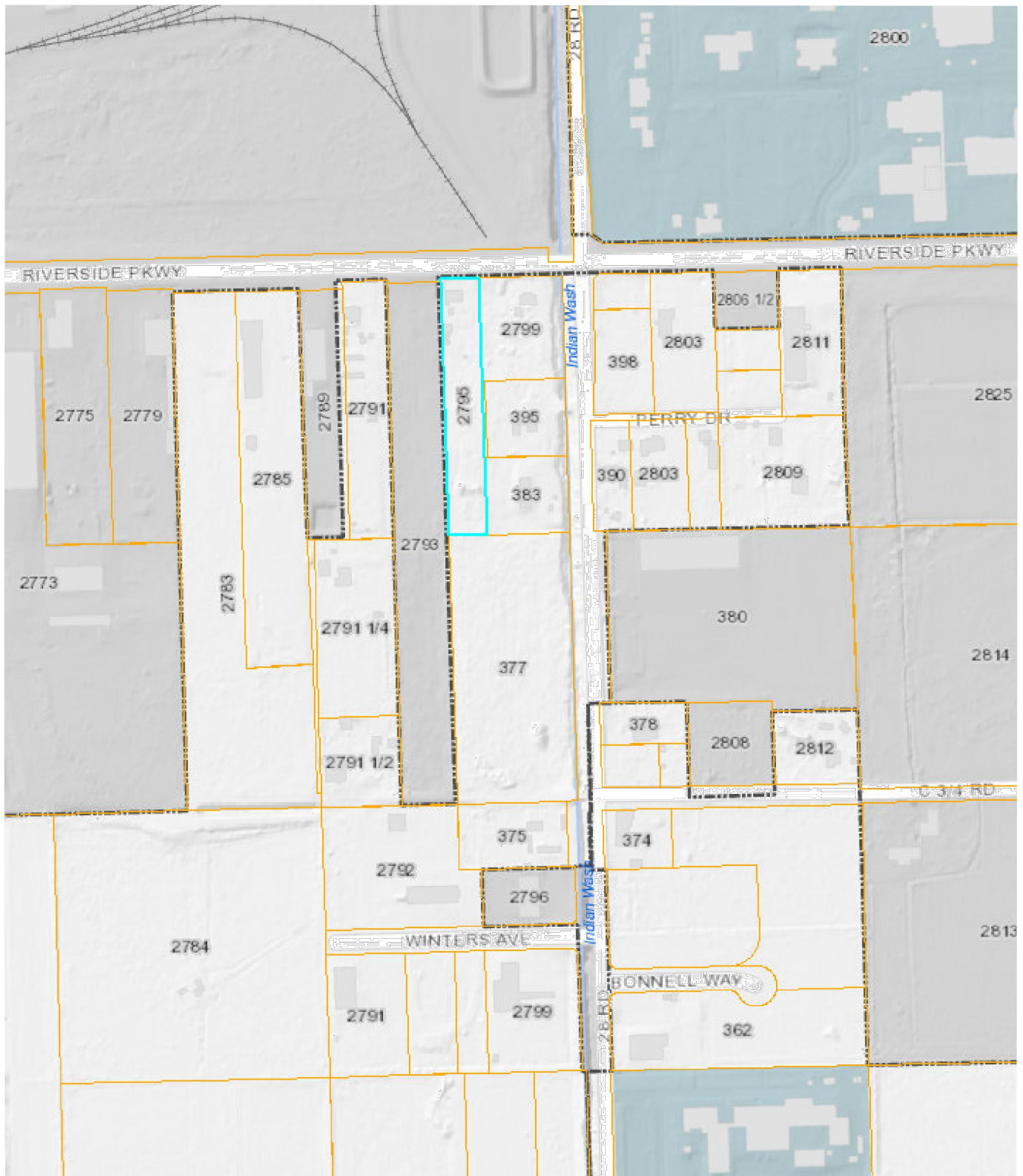
Parkway, on final passage and order final publication in pamphlet form.

I move to (adopt/deny) Ordinance No. 5130, an ordinance zoning the Roy's RV Annexation to I-1 (Light Industrial) zone district, from Mesa County RSF-R (Residential Single Family Rural) on final passage and order final publication in pamphlet form.

Attachments

- 1. Exhibit 1. Development Application
- 2. Exhibit 2. Annexation Schedule and Summary Table
- 3. Exhibit 3. Annexation Plat Map
- 4. Exhibit 4. Site Maps and Picture
- 5. Exhibit 5. Neighborhood Meeting Documentation
- 6. Exhibit 6. Ordinance - Roy's RV Annexation 011223
- 7. Exhibit 7. Resolution - Referral of Petition (Land Use Control)
- 8. Exhibit 8. ORD-Roy's RV Zone of Annexation 020323
- 9. Exhibit 9. Resolution Accepting Petition for Annexation
- 10. Planning Commission Minutes - 2023 - January 10 - Draft

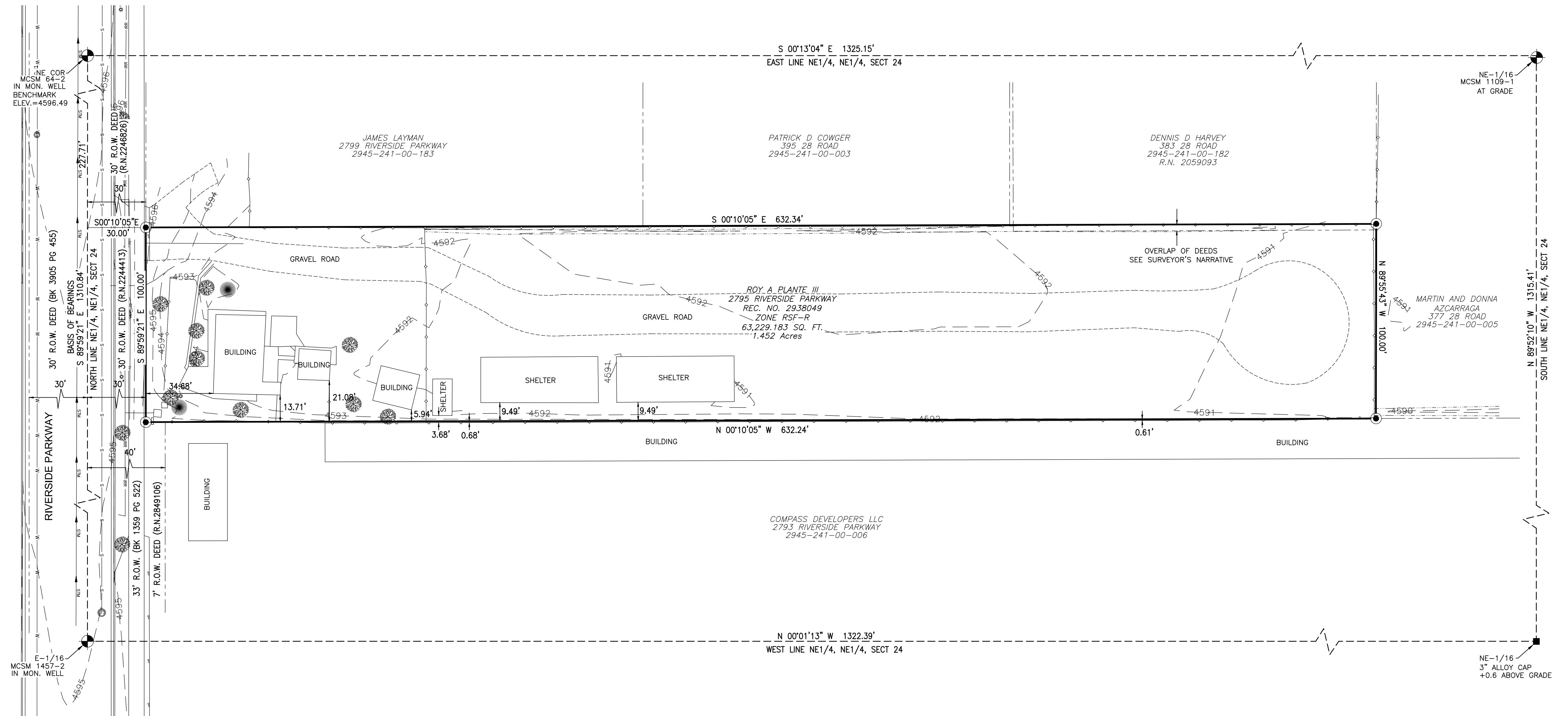
ANNEXATION PRE-SUBMITTAL MAP



Parcel Address: 2795 Riverside Parkway
Tax ID No.: 2945-241-00-002
Owner Name: Roy A. LaPlante III
Owner Address: 837 W. Century St. Unit B
Santa Maria, CA 93455

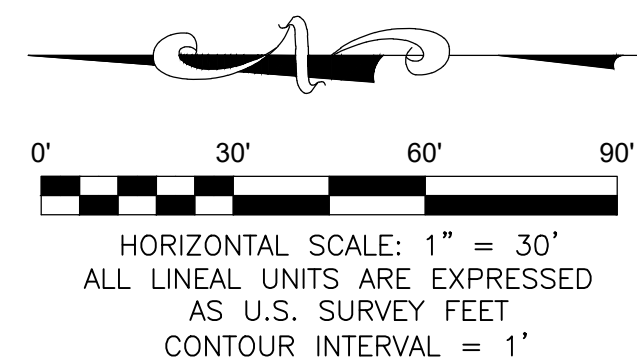
IMPROVEMENT SURVEY PLAT

IN THE NE1/4, NE1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST,
OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO



LEGEND AND ABBREVIATIONS

- MESA COUNTY SURVEY MARKER
- FOUND 5/8" REBAR, & CAP AS NOTED
- FOUND 3" ALLOY CAP AS NOTED
-
- REC. NO. RECEPTION NUMBER
- R RANGE
- R.O.W. RIGHT-OF-WAY
- RN RECEPTION NUMBER
- T TOWNSHIP
- U.M. UTE MERIDIAN
- WM WATER METER
- FH FIRE HYDRANT
- WV WATER VALVE
- W — SIGN (TYPE AS NOTED)
- E — BURIED WATER LINE
- STM — BURIED ELECTRIC LINE
- S — BURIED STORM LINE
- X — FENCE LINE
- S — BURIED SANITARY SEWER LINE
- — EXISTING EDGE OF ASPHALT PAVEMENT
- OHP — OVERHEAD POWER
- P — POWER POLE
- S — SANITARY SEWER MANHOLE
- LP — LIGHTPOLE



NOTE: All utility locations shown hereon are approximate only. You must call Utility Notification Center of Colorado for utility location prior to any excavation.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SUBJECT PROPERTY

Deed Description, R.N. 469633, August 27, 1947, Mesa County Clerk and Recorders Office, Mesa County, Colorado.

The West 100 feet of the following described tract;
The North one-half of the East quarter of the Northeast quarter of the Northeast quarter of Section 24, Township 1 South, Range 1 West of the Ute Meridian, more particularly described as follows
Beginning at a point 227 feet West of the Northeast corner of Section 24, Township 1 South, Range 1 West of the Ute Meridian;
thence South 660 feet;
thence West 100 feet;
thence North 660 feet;
thence East 100 feet to the Point of Beginning,
Excepting that portion conveyed to The City of Grand Junction, a Colorado home rule municipality recorded March 18, 2005 at Reception No. 2244413.

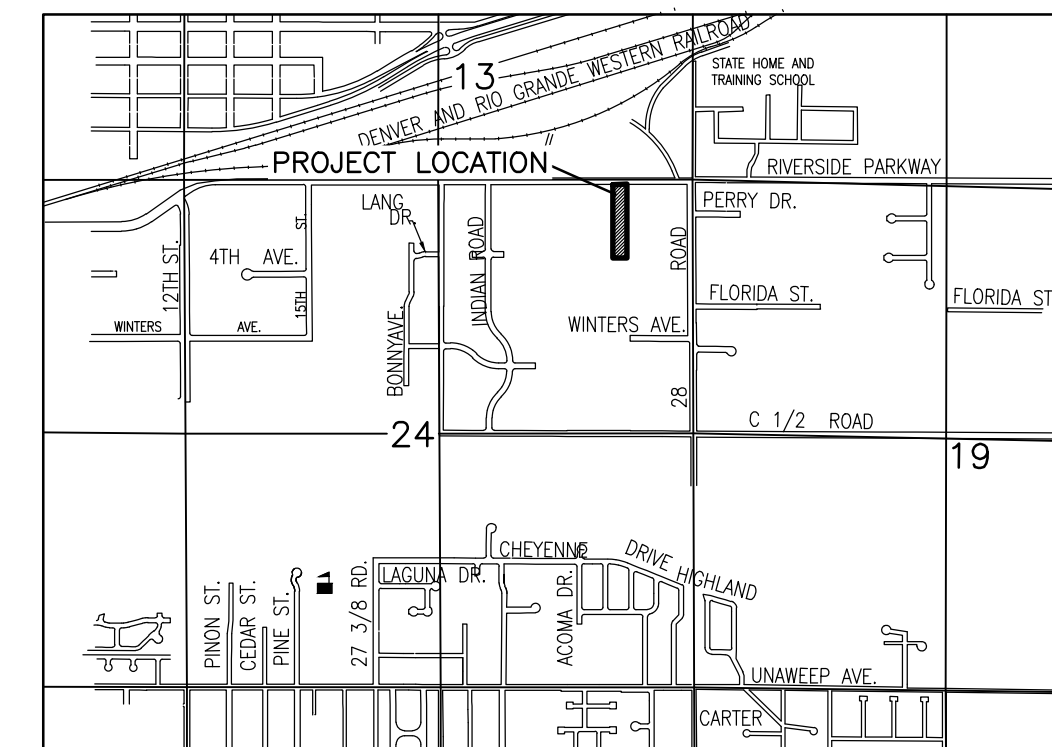
GENERAL NOTES

- Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is S89°59'21"E for a distance of 1310.84 feet, located between a Mesa County Survey Marker for the East 1/16 Corner and a Mesa County Survey Marker for the Northeast 1/16 of Section 24, Township 1 South, Range 1 West, of the Ute Meridian.
- Title information is from Mesa County Real Property Records, no title policy was provided by the client.
- Overlap of Deeds, Subject Property (2795 Riverside Parkway), Reception No. 2938049, dated August 27, 1947 and adjacent property, (383 28 Road) Reception No. 2059093, dated May 4, 1989.

SURVEYOR'S NARRATIVE

Overlap of Deeds, Subject Property (2795 Riverside Parkway), Reception No. 2938049, dated August 27, 1947 and adjacent property, (383 28 Road) Reception No. 2059093, dated May 4, 1989.

It appears that the subject parcel being the West 100 feet of the NE 1/2, E1/4, NE1/4, NE1/4 is the senior parcel to the remainder of the E1/4, NE1/4, NE1/4, as evidenced by the 1947 Plat of Survey, Deposit No. 21892. The approximate 3 foot overlap was likely created by someone assuming the E1/4, NE1/4, NE1/4 being 330 feet instead of the actual approximate of 327 feet. A complete title search showing the full chain of title would be required to conclusively prove this theory.



VICINITY MAP
NTS

SURVEYOR'S STATEMENT

I, James A. McKew, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lien holders, or quality of title.

EXECUTED this _____ day of _____, 20__



LAND SURVEY DEPOSIT NO. _____
FILING DATE: _____

		IMPROVEMENT SURVEY PLAT	
405 Ridges Blvd, Suite A Grand Junction, CO 81507 Voice: (970) 243-8300 Fax: (970) 241-1273 www.rcegi.com		FOR: ROY A. LAPLANTE III IN THE NE1/4, NE1/4 OF SECTION 24 TOWNSHIP 1 SOUTH RANGE 1 WEST OF THE UTE MERIDIAN CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO	
Drawn	JAM	Designed	Checked
Checked	JLG	Prof#	C1436
Date	7/19/21	Sheet	1
File Name:	C:\PROJECTS\C1436\C1436-ISP.DWG		

R.N. 469633

COMPARED
[Signature]

OUR PROPERTY DEED Aug 27, 1947
FURTEST BACK

359

339 Revised WARRANTY DEED TO JOINT TENANTS—The C. F. Hoebel Book & Litho. Co., Denver, Colo. 10252

This Deed. Made this 27th day of August in the year of our Lord one thousand nine hundred and forty-seven between George L. Jones and Edna Pearl Jones

of the County of Mesa and State of Colorado, of the first part, and G. V. Myers and June E. Myers

of the County of Mesa and State of Colorado, of the second part;
WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar and Other Valuable Consideration DOLLARS, to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lots or parcels of land, situate, lying and being in the County of Mesa and State of Colorado, to-wit:

The West 100 feet of the following described tract; The North One-Half of the East Quarter of the Northeast Quarter of the Northeast Quarter of Section 24, Township 1 South, Range 1 West of the Ute Meridian, more particularly described as follows: Beginning at a point 227 feet West of the Northeast corner of Section 24, Township 1 South, Range 1 West of the Ute Meridian, thence South 660 feet, thence West 100 feet, thence North 660 feet, thence East 100 feet to the point of beginning, together with all water, ditch and lateral rights used therewith or appurtenant thereto including two shares of the capital stock of The Grand Valley Irrigation Company.

(\$4.40 I. R. S.)

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances. TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, the survivor of them, their assigns, and the heirs and assigns of such survivor forever. And the said parties of the first part, for themselves, their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the enrolling and delivery of these presents, are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, subject to taxes for the year 1948, payable in 1949 and subsequent taxes,

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

George L. Jones (SEAL)

Edna Pearl Jones (SEAL)

STATE OF COLORADO,

County of Mesa

The foregoing instrument was acknowledged before me this 27th day of August, A. D. 1947, by George L. Jones and Edna Pearl Jones

WITNESS my hand and official seal. My commission expires March 4, 1951.

(Ruth H. Sutton) (Notary Public) (Mesa County, Colorado)

Ruth H. Sutton

Notary Public.

Filed for record the 27 day of AUG., A. D. 1947, at 11:25 o'clock A. M.

Annie M. Dunston Recorder.

No. 469633

By Deputy.

*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

471 Warranty Deed just brought 471

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ~~COLORADO~~ ^{California} J.C.
COUNTY OF ~~MESA~~ ^{Santa Barbara} SS
J.C.

AFFIDAVIT

Roy Laplante, of lawful age, being first duly sworn, upon oath, deposes and says:

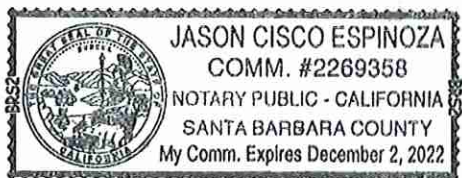
That he is the circulator of the forgoing petition:

That each signature on the said petition is the signature of the person whose name it purports to be.

Roy Laplante

Subscribed and sworn to before me this 8th day of October, 2021.

Witness my hand and official seal.



JCS
Notary Public

2975 Riverside Parkway
Address

My commission expires: 12/02/2022

**ROY'S RV ANNEXATION
PETITION FOR ANNEXATION**

WE THE UNDERSIGNED do hereby petition the City Council of the City of Grand Junction, State of Colorado, to annex the following described parcels to the said City:

GENERAL LOCATION: 2795 Riverside Parkway
Tax ID # 2945-241-00-002

The West 100 feet of the following described tract;

The North one-half of the East quarter of the Northeast quarter of the Northeast quarter of Section 24, Township 1 South, Range 1 West of the Ute Meridian, more particularly described as follows

Beginning at a point 227 feet West of the Northeast corner of Section 24, Township 1 South, Range 1 West of the Ute Meridian;

thence South 660 feet;

thence West 100 feet;

thence North 660 feet;

thence East 100 feet to the Point of Beginning,

Excepting that portion conveyed to The City of Grand Junction, a Colorado home rule municipality recorded March 18, 2005 at Reception No. 2244413.

This foregoing description describes the parcel; the perimeter boundary description, for purposes of the Annexation Act, is shown on the attached "Perimeter Boundary Legal Description, Roy's RV Annexation."

As grounds therefore, the petitioner respectfully state that annexation to the City of Grand Junction, Colorado is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Sections 31-12-104 and 31-12-105 CRS 1973 have been met.

This petition is accompanied by four copies of a map or plat of the said territory, showing its boundary and its relation to established city limit lines, and said map is prepared upon a material suitable for filing.

Your petitioners further state that they are the owners of more than fifty percent of the area of such territory to be annexed, exclusive of streets and alleys; that the mailing address of the signer and the date of signature are set forth hereafter opposite the name of the signer, and that the legal description of the property owned by the signer of said petition is attached hereto.

WHEREFORE, these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance. These petitioners by his/her/their

signature(s) acknowledge, understand and agree that if any development application concerning the property which is the subject hereof is denied, discontinued or disapproved, in whole or in part, that the annexation of the property to the City of Grand Junction shall proceed.

ROK LAPLANTE
NAME

2975 Riverside Parkway
ADDRESS


SIGNATURE

10/8/2021
DATE

NAME

ADDRESS

SIGNATURE

DATE

(_____ Annexation Petition)

SPECIAL WARRANTY DEED

THIS DEED is to be effective the 14th day of August, 2020, and is made between Christian Bell, the "Grantor" (whether one, or more than one), of the County of Mesa, State of Colorado and Roy A. Laplante, III, the "Grantee" (whether one, or more than one), whose legal address is 837 W Century Street, Unit B, Santa Maria, California 93455, of the County of Santa Barbara, State of California.

WITNESS, that the Grantor, for and in consideration of the sum of **TWO HUNDRED THIRTY-FIVE THOUSAND AND NO/100 Dollars (\$235,000.00)**, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Mesa, State of Colorado, described as follows:

The West 100 feet of the following described tract;
The North one-half of the East quarter of the Northeast quarter of Section 24, Township 1 South, Range 1 West of the Ute Meridian, more particularly described as follows:

Beginning at a point 227 feet West of the Northeast corner of Section 24, Township 1 South, Range 1 West of the Ute Meridian;

thence South 660 feet;

thence West 100 feet;

thence North 660 feet;

thence East 100 feet to the Point of Beginning,

EXCEPT that portion conveyed to The City of Grand Junction, a Colorado home rule municipality recorded March 18, 2005 at Reception No. 2244413.


County of Mesa, State of Colorado also known by street address as: 2795 Riverside Pkwy, Grand Junction, CO 81501.

For identification purposes only: Parcel no.: 2945-241-00-002

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;


TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantees' heirs and assigns forever. The Grantor, for the Grantor and the Grantors' heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantees' heirs and assigns: that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except general taxes for the current and all subsequent years; and subject to the statutory exceptions as set forth in § 38-30-113(5)(a), C.R.S.

The grantors shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming under me the whole or any part thereof.


Christian Bell

STATE OF: Colorado }
COUNTY OF: Mesa } ss.

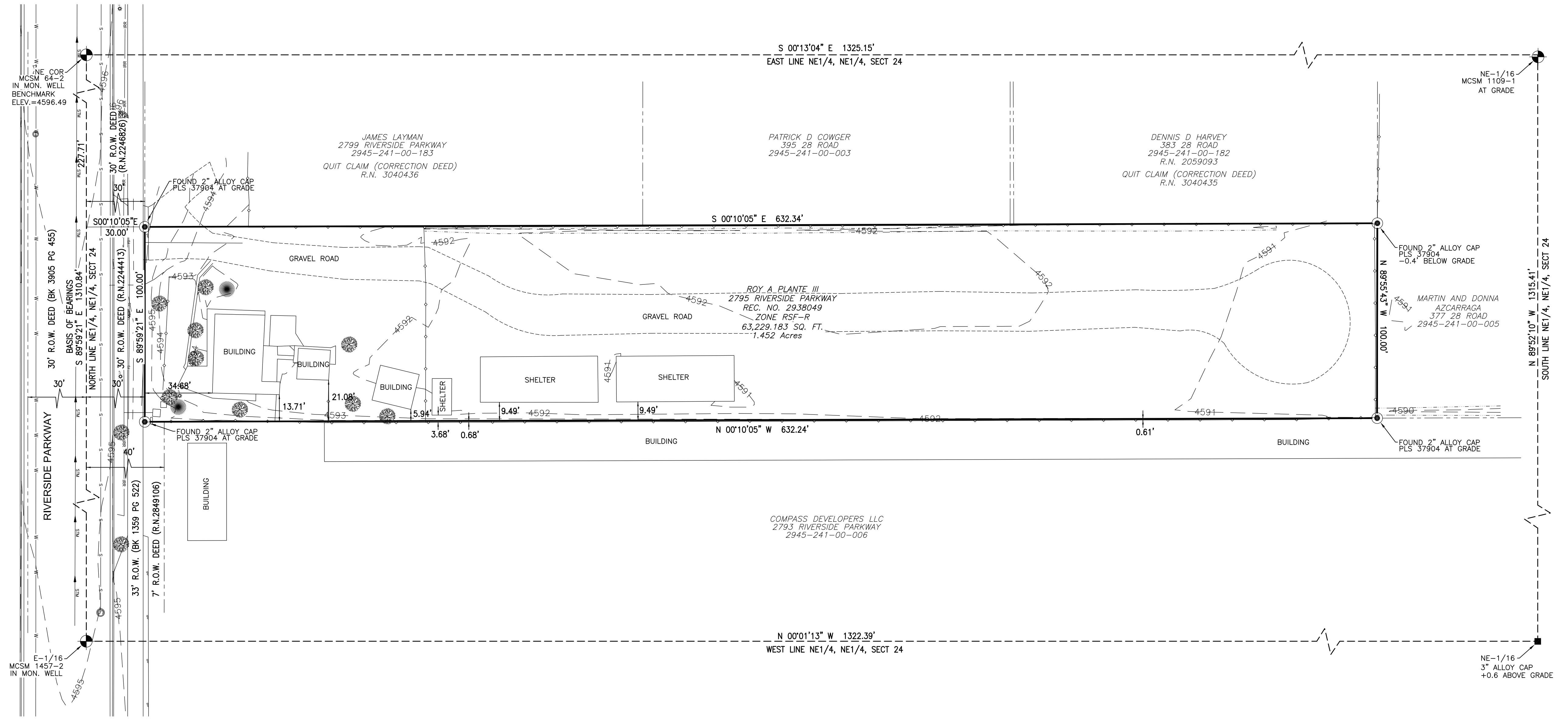
The foregoing instrument was acknowledged before me on this 14th day of August, 2020, by Christian Bell.


Notary Public
My commission expires: 7/20/2024

SHERI LYNN LILLY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20004021289
My Commission Expires July 20, 2024
County of Mesa

IMPROVEMENT SURVEY PLAT

IN THE NE1/4, NE1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST,
OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO



LEGEND AND ABBREVIATIONS

- MESA COUNTY SURVEY MARKER
- FOUND 5/8" REBAR, & CAP AS NOTED
 - FOUND 3" ALLOY CAP AS NOTED
- REC. NO. RECEPTION NUMBER
- R RANGE
 - R.O.W. RIGHT-OF-WAY
 - RN RECEPTION NUMBER
 - T TOWNSHIP
 - U.M. UTE MERIDIAN
 - WM WATER METER
 - FH FIRE HYDRANT
 - WV WATER VALVE
- SIGN (TYPE AS NOTED)
- W — BURIED WATER LINE
 - E — BURIED ELECTRIC LINE
 - STM — BURIED STORM LINE
 - x — BARB WIRE FENCE
 - S — CHAINLINK FENCE
 - S — BURIED SANITARY SEWER LINE
 - — EXISTING EDGE OF ASPHALT PAVEMENT
 - OHP — OVERHEAD POWER
 - P — POWER POLE
 - S — SANITARY SEWER MANHOLE
 - LP — LIGHTPOLE

SUBJECT PROPERTY

Deed Description, R.N. 469633, August 27, 1947, Mesa County Clerk and Recorders Office, Mesa County, Colorado.

The West 100 feet of the following described tract;
The North one-half of the East quarter of the Northeast quarter of the Northeast quarter of Section 24, Township 1 South, Range 1 West of the Ute Meridian, more particularly described as follows
Beginning at a point 227 feet West of the Northeast corner of Section 24, Township 1 South, Range 1 West of the Ute Meridian;
thence South 660 feet;
thence West 100 feet;
thence North 660 feet;
thence East 100 feet to the Point of Beginning.
Excepting that portion conveyed to The City of Grand Junction, a Colorado home rule municipality recorded March 18, 2005 at Reception No. 2244413.

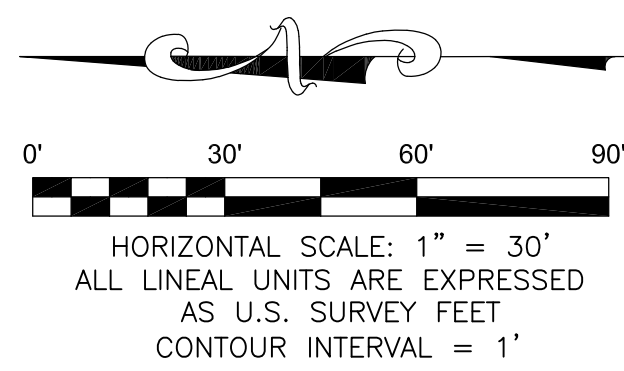
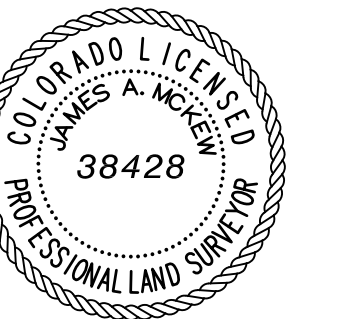
GENERAL NOTES

- Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is S89°59'21"E for a distance of 1310.84 feet, located between a Mesa County Survey Marker for the East 1/16 Corner and a Mesa County Survey Marker for the Northeast Corner of Section 24, Township 1 South, Range 1 West, of the Ute Meridian.
- Title information is from Mesa County Real Property Records, no title policy was provided by the client.
- Overlap of Deeds, Subject Property (2795 Riverside Parkway), Reception No. 2938049, dated August 27, 1947 and adjacent property, (383 28 Road) Reception No. 2059093, dated May 4, 1989.

SURVEYOR'S STATEMENT

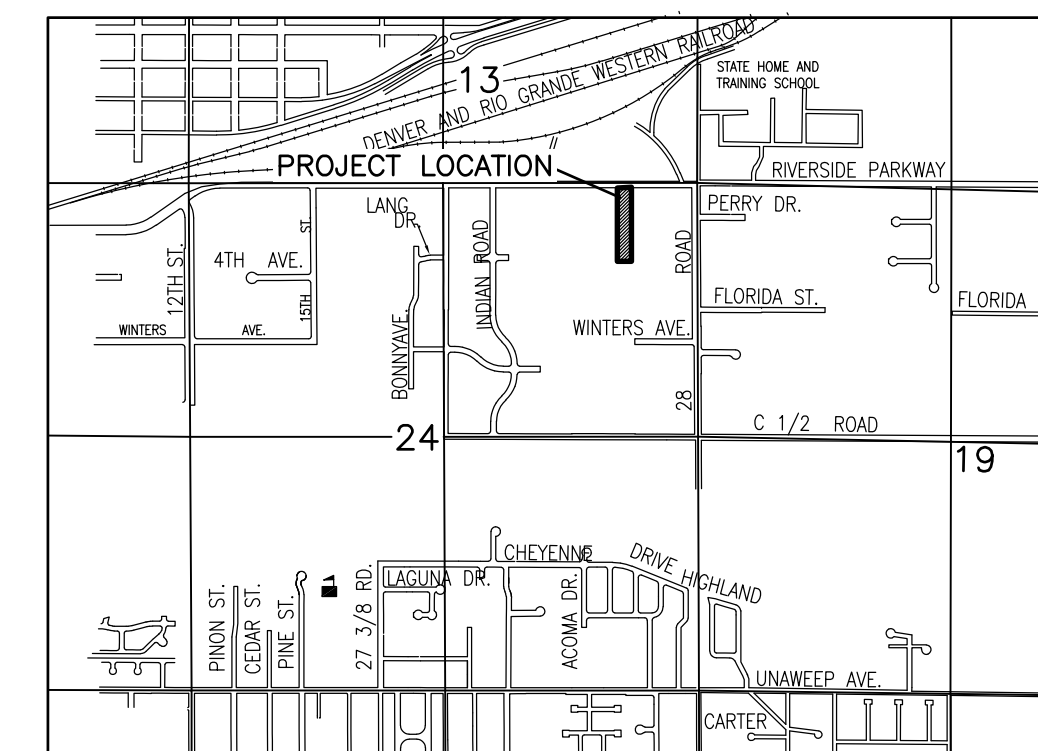
I, James A. McKew, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lien holders, or quality of title.

EXECUTED this _____ day of _____, 20____.



NOTE: All utility locations shown hereon are approximate only. You must call Utility Notification Center of Colorado for utility location prior to any excavation.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



VICINITY MAP
NTS

LAND SURVEY DEPOSIT NO. _____

FILING DATE: _____

		IMPROVEMENT SURVEY PLAT	
405 Ridges Blvd. Suite A Grand Junction, CO 81507 Voice: (970) 243-8300 Fax: (970) 241-1273 www.rcegi.com		FOR: ROY A. LAPLANTE III IN THE NE1/4, NE1/4 OF SECTION 24 TOWNSHIP 1 SOUTH RANGE 1 WEST OF THE UTE MERIDIAN CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO	
Drawn	JAM	Designed	Checked
File Name:	C:\PROJECTS\C1436\C1436-ISP.DWG	Date	10/6/22
Sheet	1	of	1

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) ROY A. LaPlante III, am the owner of the following real property:

(b) 2795 Riverside Parkway
Grand Junction CO 81501

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

I am the sole owner of the property.

I own the property with other(s). The other owners of the property are (c):

Kim M. LAPLANTE

I have reviewed the application for the (d) 2795 Riverside Parkway GJ. CO 81501 pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) on survey info

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed: [Signature]

Printed name of owner: ROY A. LaPlante III

State of California

County of Santa Barbara

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me on this 29th day of December, 20 21

by Roy A. LaPlante III

Witness my hand and seal.

My Notary Commission expires on 12/02/2022



[Signature]
Notary Public Signature

**QUIT CLAIM DEED
(Correction Deed)**

Dennis D. Harvey and Kari A. Harvey (Grantors), whose street address is 383 28 Road, Grand Junction, CO 81501, City or Town of Grand Junction, County of Mesa and State of Colorado, hereby quitclaim to Roy A. Laplante, III (Grantee), whose street address is 837 W. Century Street, Unit B, Santa Maria, CA 93455, City or Town of Santa Maria, County of Santa Barbara and State of California, any interest we may have in the following real property in the County of Mesa and State of Colorado, to wit:

The West 100 feet of:

the N½ E¼ NE¼ of Section 24, Township 1 South, Range 1 West of the Ute Meridian;

Mesa County, Colorado

known as: 2795 Riverside Pkwy, Grand Junction, CO 81501
Parcel No. 2945-241-00-002

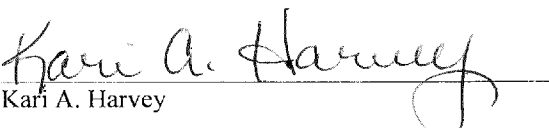
Note: The legal description of Parcel No. 2945-241-00-182 (also known as 383 28 Road) inadvertently omitted to state the exclusion of the legal description described above. This deed is signed to correct that legal description error which began with the 1969 Warranty Deed recorded as Reception No. 983740 and has continued since that time. The 1951 Warranty Deed recorded as Reception No. 552142 correctly showed the exclusion.

with all its appurtenances (Property).

Signed this 22nd day of July, 2022.

GRANTORS:

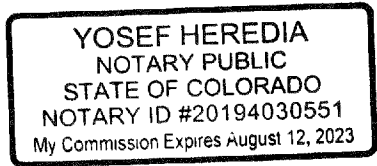

Dennis D. Harvey


Kari A. Harvey

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 22nd day of July, 2022, by Dennis D. Harvey and Kari A. Harvey.

Witness my hand and official seal.
My commission expires: 8/12/2023




Notary Public

QUIT CLAIM DEED
(Correction Deed)

James Layman (Grantor), whose street address is 2799 D Road, Grand Junction, CO 81501, City or Town of Grand Junction, County of Mesa and State of Colorado, hereby quitclaims to Roy A. Laplante, III (Grantee), whose street address is 837 W. Century Street, Unit B, Santa Maria, CA 93455, City or Town of Santa Maria, County of Santa Barbara and State of California, any interest he may have in the following real property in the County of Mesa and State of Colorado, to wit:

The West 100 feet of:

the N½ E¼ NE¼ NE¼ of Section 24, Township 1 South, Range 1 West of
the Ute Meridian;

Mesa County, Colorado

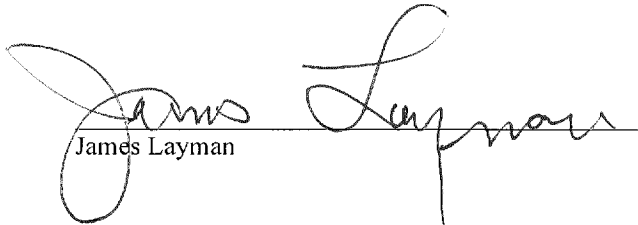
known as: 2795 Riverside Pkwy, Grand Junction, CO 81501
Parcel No. 2945-241-00-002

Note: The legal description of Parcel No. 2945-241-00-183 (also known as 2799 Riverside Parkway) inadvertently omitted to state the exclusion of the legal description described above. This deed is signed to correct that legal description error which began with the 1992 Personal Representative's deed and has continued since that time. The 1951 Warranty Deed recorded as Reception No. 552142 correctly showed the exclusion.

with all its appurtenances (Property).

Signed this 5th day of Aug., 2022.

GRANTOR:




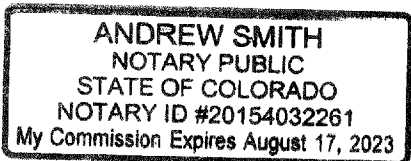
James Layman

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 5th day of August, 2022, by James Layman.

Witness my hand and official seal.

My commission expires:

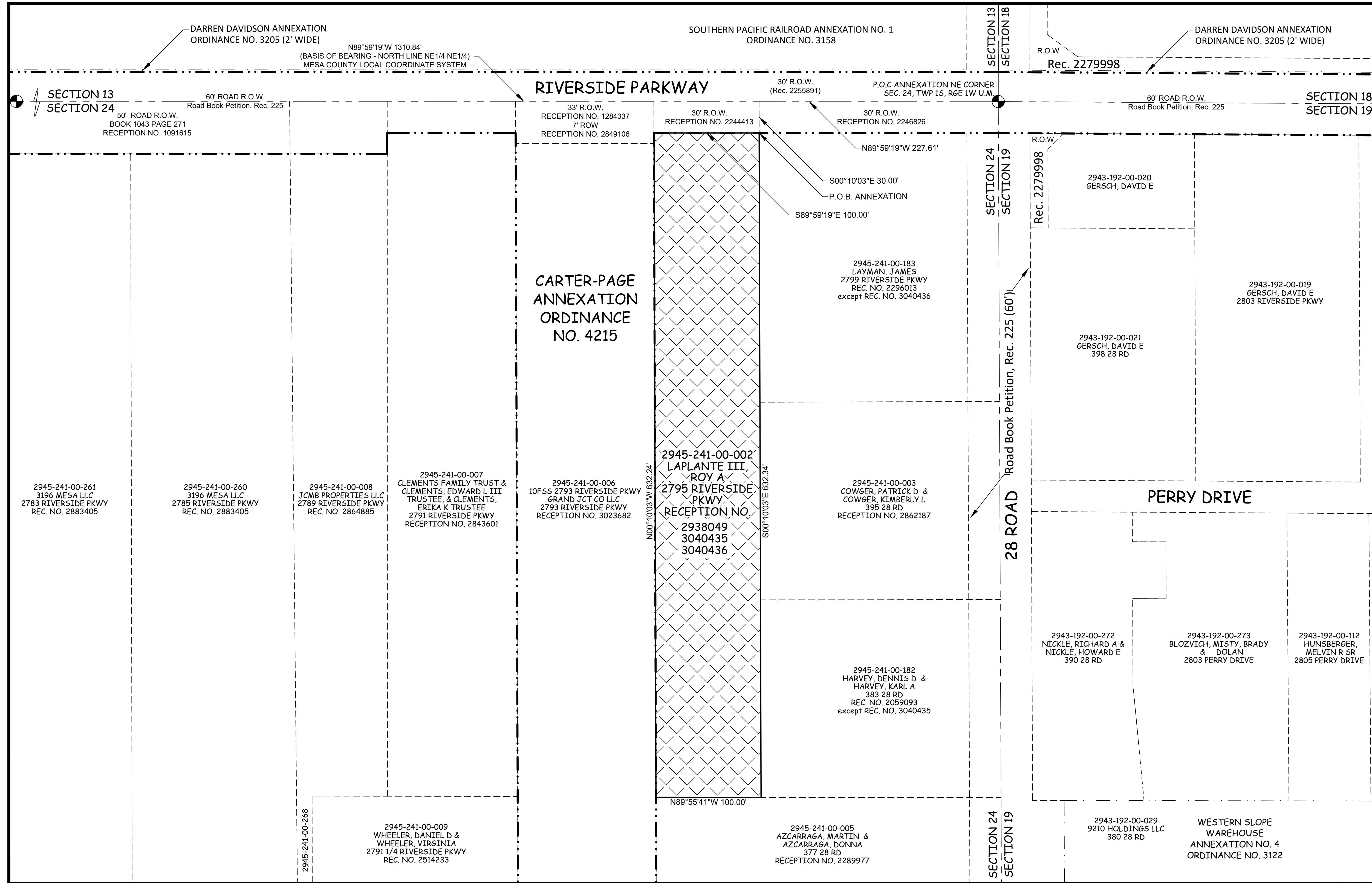
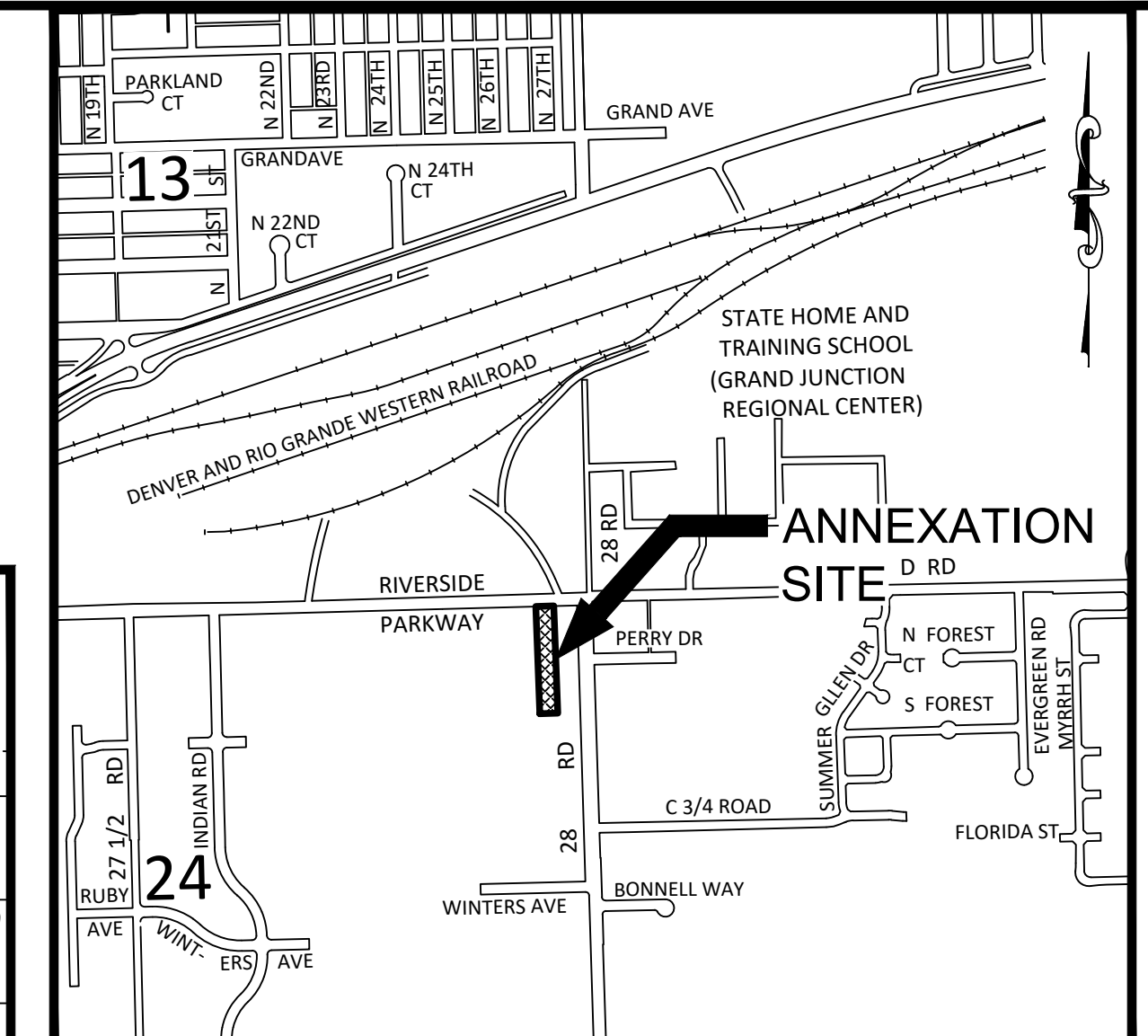
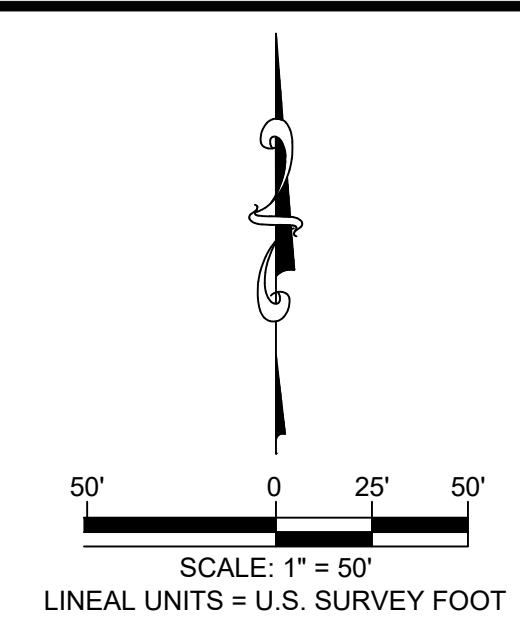


Notary Public

ROY'S ANNEXATION SCHEDULE			
January 4th, 2023	Referral of Petition, Intro Proposed Ordinance, Exercise Land Use		
January 10th, 2023	Planning Commission Considers Zone of Annexation		
January 18th, 2023	City Council Intro Proposed Zoning Ordinance		
February 15th, 2023	City Council Accept Petition/Annex and Zoning Public Hearing		
March 19th, 2023	Effective date of Annexation and Zoning		
ANNEXATION SUMMARY			
File Number	ANX-2019-269		
Location	3095 D ½ Road		
Tax ID Number(s)	2943-164-00-056		
Number of Parcel(s)	1		
Existing Population	2		
No. of Parcels Owner Occupied	1		
Number of Dwelling Units	1		
Acres Land Annexed	14.83		
Developable Acres Remaining	14.83		
Right-of-way in Annexation	31 Road		
Previous County Zoning	RSF-R		
Proposed City Zoning	R-8 and C-1		
Surrounding Zoning:	North:	RSF-2 and R-5 (City)	
	South:	RSF-R	
	East:	RSF-R	
	West:	RSF-R	
Current Land Use	Single-family residential/agricultural		
Proposed Land Use	Single-family residential and Commercial		
Surrounding Land Use:	North:	Single-family residential	
	South:	Single-family residential	
	East:	Single-family residential	
	West:	Single-family residential	
Comprehensive Plan Designation:	Neighborhood Center		
Zoning within Comprehensive Plan Designation:	Yes:	<input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Values:	Assessed	\$142,550	
	Actual		
Address Ranges			
Special Districts:	Water	Ute	
	Sewer	Persigo	
	Fire	Clifton	
	Irrigation/Drainage	GVID & GVDD/5-2-1	
	School	School District 51	
	Pest	Grand River Mosquito Control District	

ROY'S RV ANNEXATION

Located in the NE1/4 NE1/4, SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



SITE LOCATION MAP SCALE: 1" = 300'

LEGAL DESCRIPTION

A parcel of land being Reception Number 2938049 located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 24, whence the East Sixteenth Corner of said Section 10 and Section 13 bears S89°59'19"W 1,310.84 feet with all other bearings relative thereto; thence N89°59'19"W a distance of 227.61 feet along the said North line of the Northeast Quarter of said Section 24; thence S00°10'03"E 30.00 feet to a point on the boundary line of the CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215, said point being the Northeast Corner of said Reception Number 2938049 and being the Point of Beginning; thence the following two (2) courses: 1) S00°10'03"E a distance of 632.34 feet 2) N89°55'41"W a distance of 100.00 feet to a point on the boundary line of said CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215; thence along said boundary line the following two (2) courses: 1) N00°10'03"W a distance of 632.24 feet 2) S89°59'19"E a distance 100.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING **63,229** Square Feet or **1.45** Acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	1,464.58 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	732.24 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	63,229 FT ²	EXISTING CITY LIMITS	
AREA IN ACRES	1.45		

SURVEY ABBREVIATIONS		SQ. FT.	SQUARE FEET
P.O.C.	POINT OF COMMENCEMENT	Δ=	CENTRAL ANGLE
P.O.B.	POINT OF BEGINNING	RAD.	RADIUS
R.O.W.	RIGHT OF WAY	ARC	ARC LENGTH
SEC.	SECTION	CHD.	CHORD LENGTH
TWP.	TOWNSHIP	CHB.	CHORD BEARING
RGE.	RANGE	BLK.	BLOCK
U.M.	UTE MERIDIAN	P.B.	PLAT BOOK
NO.	NUMBER	BK.	BOOK
REC.	RECEPTION NUMBER	PG.	PAGE
		HOR. DIST.	HORIZONTAL DISTANCE

ORDINANCE NO. PRELIMINARY	EFFECTIVE DATE PRELIMINARY
-------------------------------------	--------------------------------------

NOTE:
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLAT, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

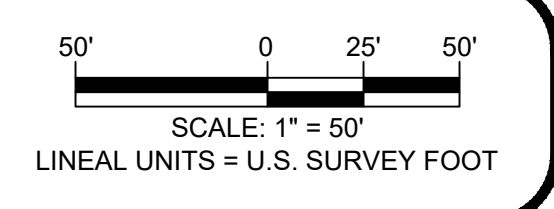
RENEE BETH PARENT _____ DATE _____
STATE OF COLORADO - PL.S. NO. 38266
FOR THE CITY OF GRAND JUNCTION
333 WEST AVENUE - BLDG. C
GRAND JUNCTION, CO. 81501

THIS IS NOT A BOUNDARY SURVEY

G:\Data\SURVEY\Annexations\2021\770 - Roy's RV - Dan\Annexation files\Roy's RV Annexation Plat.dwg - PLOTTED 2022-11-03

NOTICE:
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

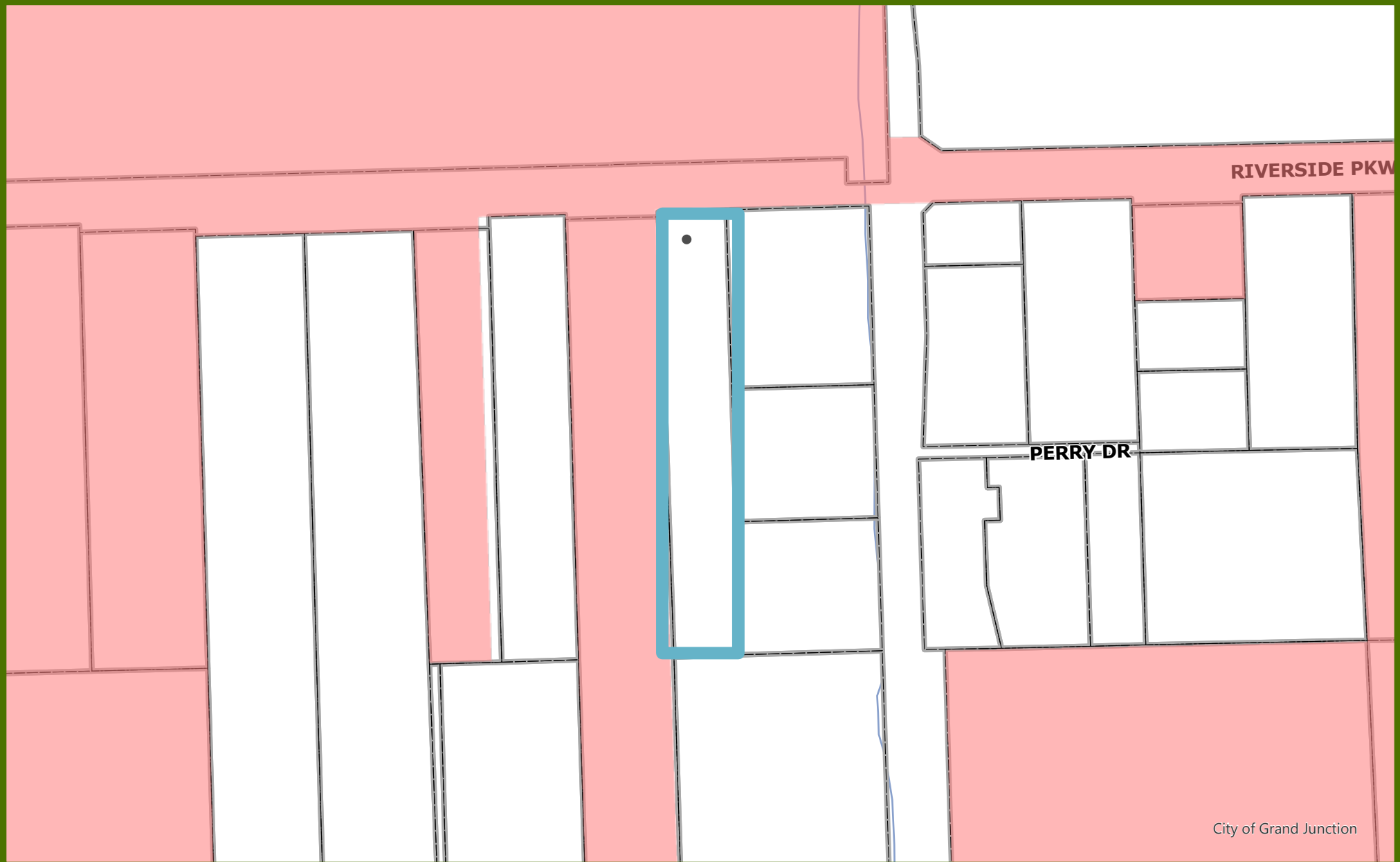
DRAWN BY: MJH DATE: 11/01/2022
DESIGNED BY: RBP DATE: 10/28/2022
CHECKED BY: RBP DATE: 11/03/2022



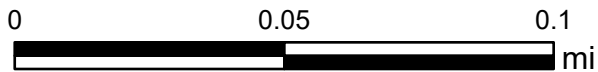
PUBLIC WORKS
ENGINEERING DIVISION

ROY'S RV ANNEXATION
Located in the NE1/4 NE1/4, SECTION 24,
TOWNSHIP 1 SOUTH, RANGE 1 WEST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

Roy's RV Annexation

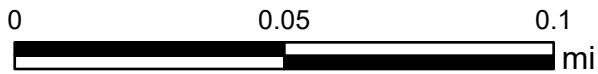
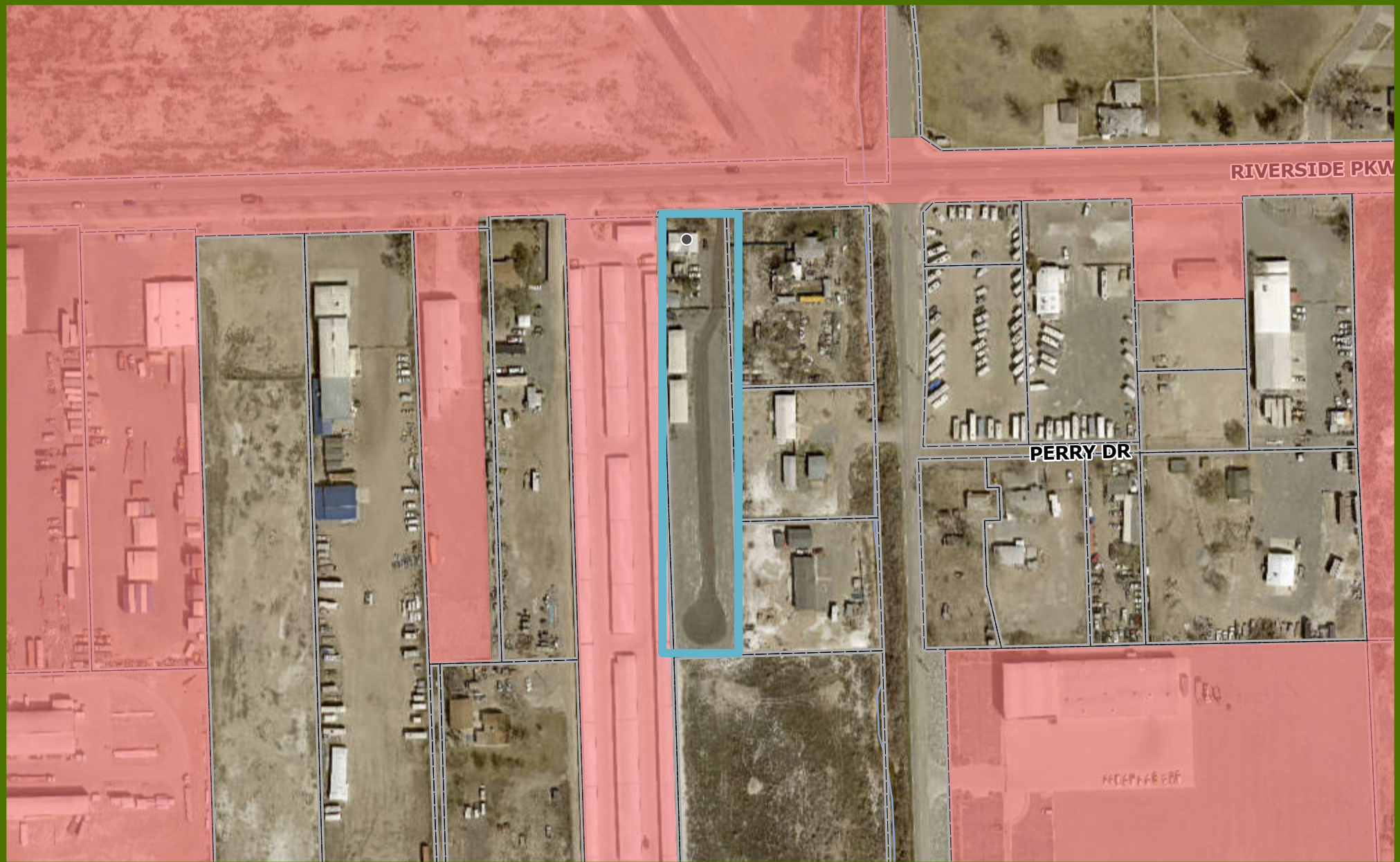


City of Grand Junction



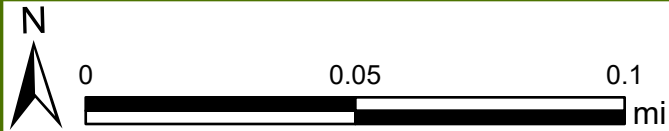
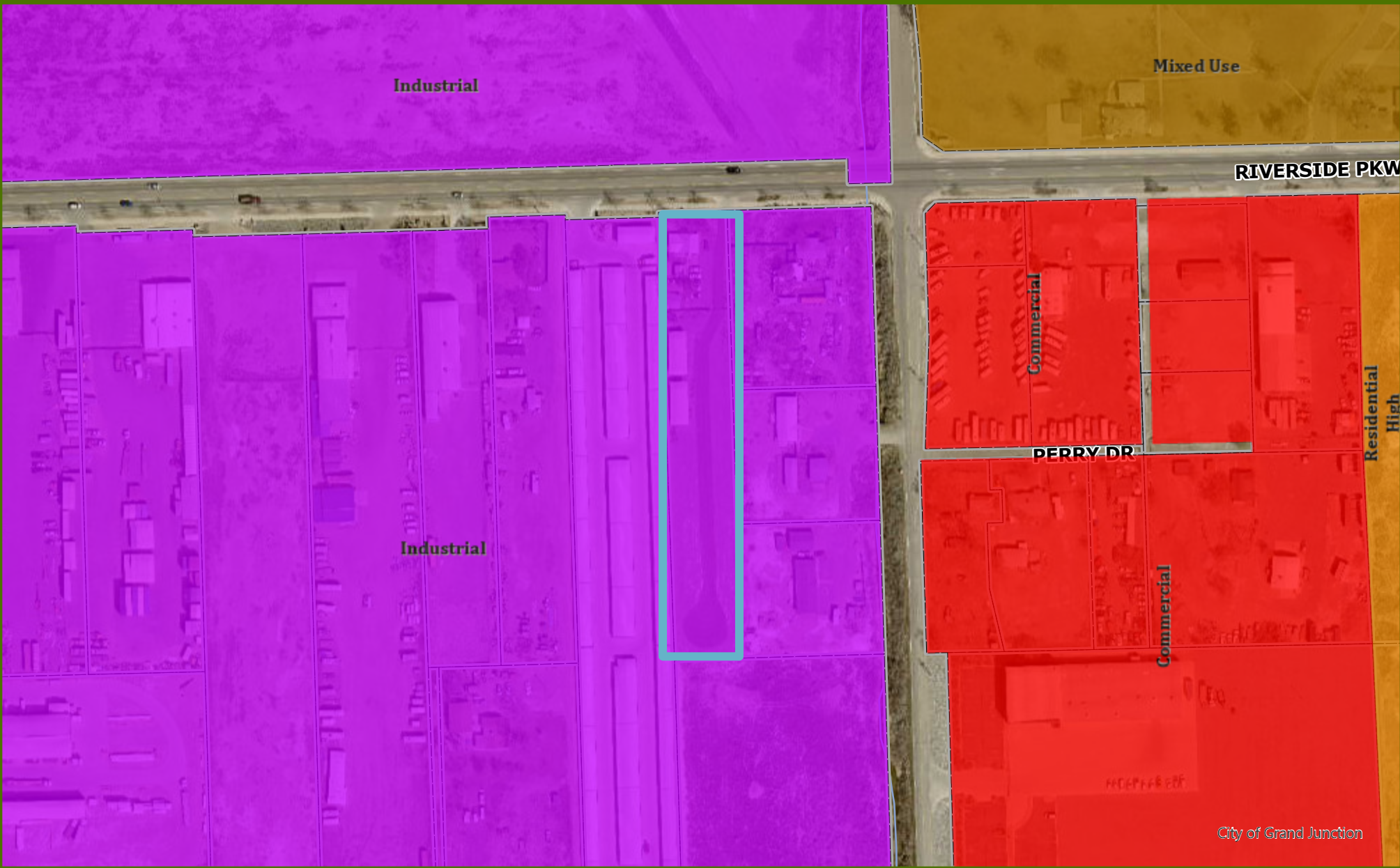
Printed: 12/20/2022
1 inch equals 188 feet
Scale: 1:2,257
Packet Page 186

Roy's RV Annexation - Aerial Map



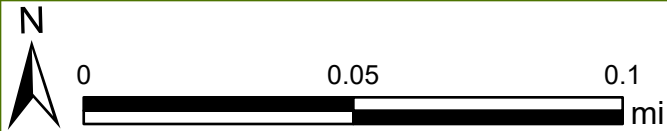
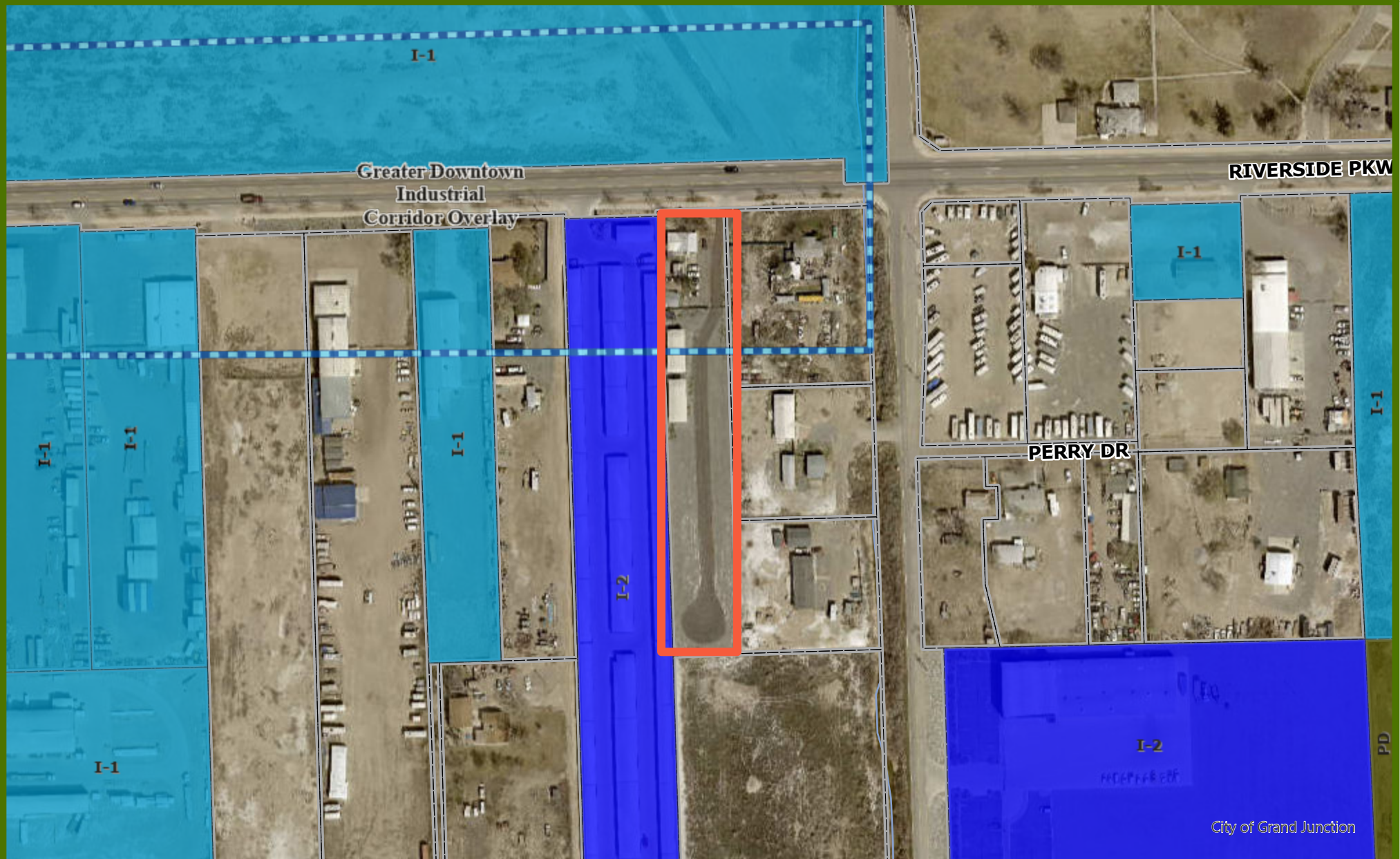
Printed: 12/20/2022
1 inch equals 188 feet
Scale: 1:2,257
Packet Page 187

Roy's RV Annexation - Land Use



Printed: 12/20/2022
1 inch equals 188 feet
Scale: 1:2,257
Packet Page 188

Roy's RV Annexation - Zoning



Printed: 12/20/2022
1 inch equals 188 feet
Scale: 1:2,257
Packet Page 189



Looking southwest from Riverside Parkway

October 4, 2021

Dear Neighbor,

You are invited to attend a neighborhood meeting for the proposed **Annexation of 2795 Riverside Parkway**. You will have the opportunity to review the annexation application, ask questions and share your comments. The meeting will be held **Thursday October 14th 5:30 p.m. at 2795 Riverside Parkway**.



If you have questions regarding this notice please contact:

Eric Slivon, Rolland Consulting Engineers – (970) 243-8300

Dani Acosta, City of Grand Junction – (970) 256-4089

2975 Riverside Parkway
Roy's RV Annexation

Date: October 14, 2021

NAME	ADDRESS	PHONE/EMAIL
ROY LAPLANTE	837 B. Century Ave Santa Maria CA 93455	805 478 9844 ROY LAPLANTE@gmail.com
ERIC SLIVON Rolland Consulting Engineers	405 Ridges Blvd. Suite A GS CO 81507	970 243-8300 eric@rcgj.com
Dahi Acosta City of Grand Junction Associate Planner	250 N 5th St G-110 81501 City Hall	970-256-4084 daniellca@city.org

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ANNEXING TERRITORY TO THE
CITY OF GRAND JUNCTION, COLORADO
ROY'S RV ANNEXATION**

**LOCATED ON PROPERTIES AT 2795 RIVERSIDE PARKWAY
APPROXIMATELY 1.45 ACRES**

WHEREAS, on the 4th day of January, 2023, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the ___ day of _____, 2023; and

WHEREAS, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the property situate in Mesa County, Colorado, and described to wit:

ROY'S RV ANNEXATION
EXHIBIT A

A parcel of land being Reception Number 2938049 located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows (Parcel):

Commencing at the Northeast Corner of said Section 24, whence the East Sixteenth Corner of said Section 10 and Section 13 bears S89°59'19"W 1,310.84 feet with all other bearings relative thereto; thence N89°59'19"W a distance of 227.61 feet along the said North line of the Northeast Quarter of the Northeast Quarter of said Section 24; thence S00°10'03"E 30.00 feet to a point on the boundary line of the CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215, said point being the Northeast Corner of said Reception Number 2938049 and being the Point of Beginning; thence the following two (2) course's 1) S00°10'03"E a distance of 632.34 feet 2) N89°55'41"W a distance of 100.00 feet to a point on the boundary line of said CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215; thence along said boundary line the following two (2) course's 1) N00°10'03"W a distance of 632.24 feet 2) S89°59'19"E a distance 100.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING 63,229 Square Feet or 1.45 Acres, more or less as described herein is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the 4th day of January 2023 and ordered published in pamphlet form.

ADOPTED on second reading the ____ day of _____ 2023 and ordered published in pamphlet form.

Anna M. Stout
President of the Council

Attest:

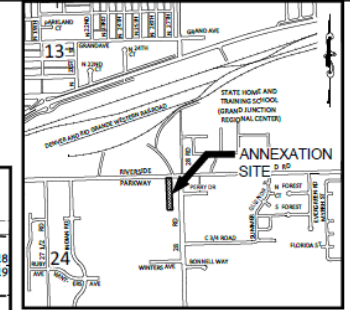
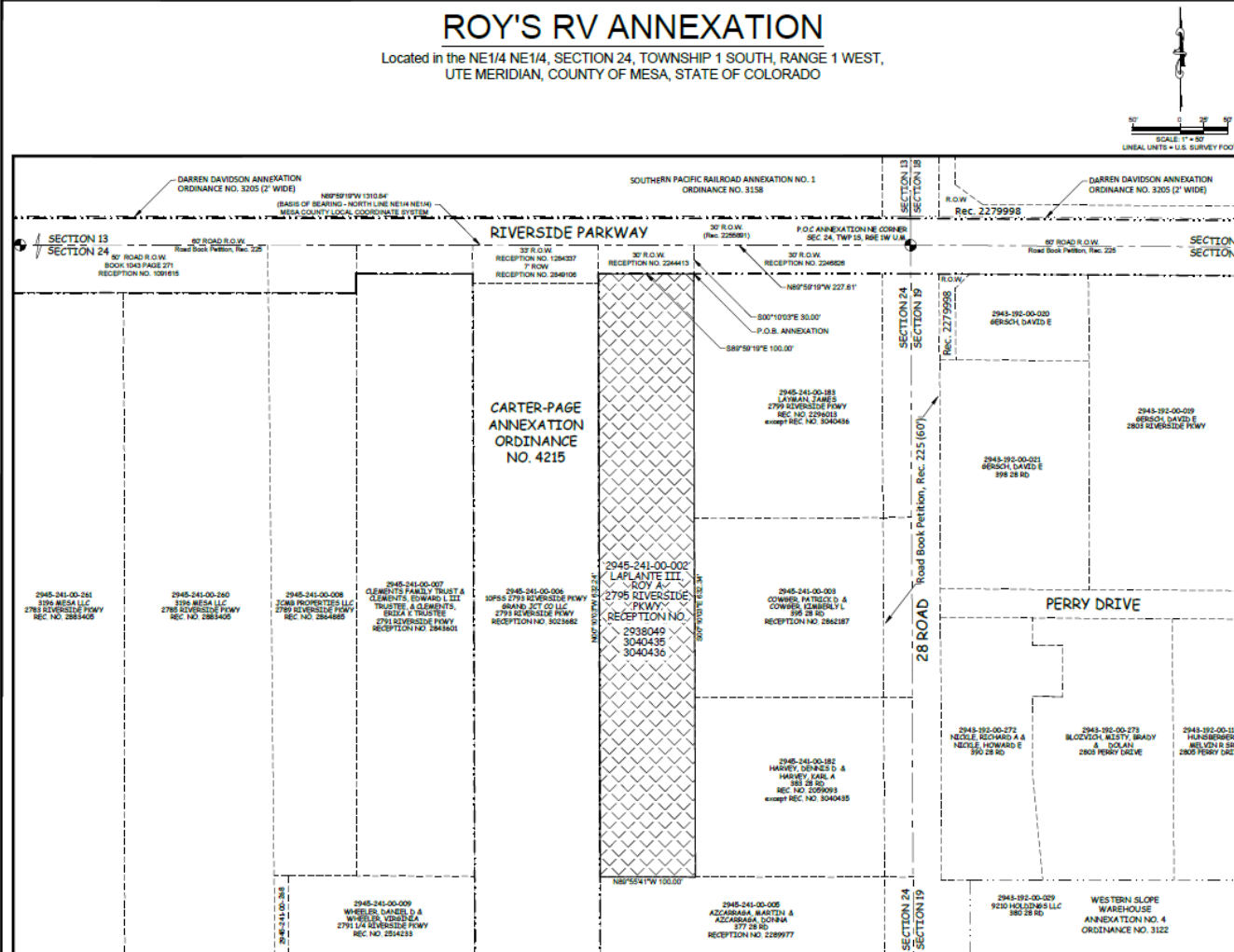
Amy Phillips
City Clerk

DRAFT

EXHIBIT A

ROY'S RV ANNEXATION

Located in the NE1/4 NE1/4, SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



LEGAL DESCRIPTION

A parcel of land being Reception Number 293849 located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 24, thence the East Sixteenth Corner of said Section 10 and Section 13 have 88°59'19" W 1,313.84 feet with other bearings relative thereto, thence N89°59'19" W a distance of 227.61 feet along the said North line of the Northeast Quarter of the Northeast Quarter of said Section 24, thence S0°10'03" E 30.00 feet to a point on the boundary line of the CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215, said point being the Northeast Corner of said Reception Number 293849 and being the Point of Beginning, thence the following: (1) S89°59'19" E a distance of 632.24 feet (2) N89°59'19" W a distance of 100.00 feet to a point on the boundary line of said CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215, thence along said boundary line the following: (a) S89°59'19" W a distance of 632.24 feet (2) S89°59'19" E a distance of 100.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING 63,222 Square Feet or 1.44 Acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	1,464.58 FT.	ANNEXATION BOUNDARY	(Hatched pattern)
CONTIGUOUS PERIMETER	792.00 FT.	ANNEXATION AREA	(Hatched pattern)
AREA IN SQUARE FEET	63,222 FT ²	EXISTING CITY LIMITS	(Dashed line)
AREA IN ACRES	1.44		

SURVEY ABBREVIATIONS		SQ. FT. SQUARE FEET	
P.O.C.	POINT OF COMMENCEMENT	SP	CENTRAL ANGLE
P.O.B.	POINT OF BEGINNING	RAD.	RADIUS
R.O.W.	RIGHT OF WAY	ARC	ARC LENGTH
SEC.	SECTION	CHL	CHORD LENGTH
TWP.	TOWNSHIP	CBR	CHORD BEARING
RGE.	RANGE	BLN	BLOCK
U/M	UTE MERIDIAN	P.B.	PLAT BOOK
NO.	NUMBER	BC	BOOK
REC.	RECEPTION NUMBER	PG.	PAGE
		HOR. DIST.	HORIZONTAL DISTANCE

ORDINANCE NO. PRELIMINARY	EFFECTIVE DATE PRELIMINARY
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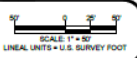
NOTE:
THE DESCRIPTIONS CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLAT, DEED DESCRIPTIONS AND DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAN OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

RENEE BETH PARENT DATE
STATE OF COLORADO - P.L.S. NO. 30288
FOR THE CITY OF GRAND JUNCTION
325 WEST AVENUE - BLOCK C
GRAND JUNCTION, CO. 81501

THIS IS NOT A BOUNDARY SURVEY

NOTICE:
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DRAWN BY: M.H. DATE: 11/01/2022
DESIGNED BY: B.S.P. DATE: 10/26/2022
CHECKED BY: B.S.P. DATE: 11/03/2022



**PUBLIC WORKS
ENGINEERING DIVISION**

ROY'S RV ANNEXATION
Located in the NE1/4 NE1/4, SECTION 24,
TOWNSHIP 1 SOUTH, RANGE 1 WEST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

**NOTICE OF HEARING
ON PROPOSED ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO**

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 4th day of January 2023, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. 01-23

**A RESOLUTION
REFERRING A PETITION TO THE CITY COUNCIL
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
SETTING A HEARING ON SUCH ANNEXATION,
AND EXERCISING LAND USE CONTROL**

ROY'S RV ANNEXATION

**APPROXIMATELY 1.45 ACRES
LOCATED AT 2795 RIVERSIDE PARKWAY**

WHEREAS, on the 4th day of January, 2023, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

ROY'S RV ANNEXATION

A parcel of land being Reception Number 2938049 located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 24, whence the East Sixteenth Corner of said Section 10 and Section 13 bears S89°59'19"W 1,310.84 feet with all other bearings relative thereto; thence N89°59'19"W a distance of 227.61 feet along the said North line of the Northeast Quarter of the Northeast Quarter of said Section 24; thence S00°10'03"E 30.00 feet to a point on the boundary line of the CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215, said point being the Northeast Corner of said Reception Number 2938049 and being the Point of Beginning; thence the following two (2) course's 1) S00°10'03"E a distance of 632.34 feet 2) N89°55'41"W a distance of 100.00 feet to a point on the boundary line of said CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215; thence along said boundary line the following two (2) course's 1) N00°10'03"W a distance of 632.24 feet 2) S89°59'19"E a distance 100.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING 63,229 Square Feet or 1.45 Acres, more or less.

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

1. That a hearing will be held on the 15th day of February, 2023, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 5:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED the 4th day of January, 2023.



President of the Council

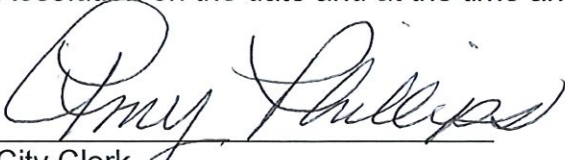
Attest:



City Clerk



NOTICE IS FURTHER GIVEN that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.


City Clerk

<i>DATES PUBLISHED</i>
January 6 th , 2023
January 13 th , 2023
January 20 th , 2023
January 27 th , 2023

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING ROY'S RV ANNEXATION
TO I-1 (LIGHT INDUSTRIAL) ZONE DISTRICT**

LOCATED ON PROPERTIES AT 2795 RIVERSIDE PARKWAY

Recitals:

The property owner has petitioned to annex their 1.45 acres into the City limits. The annexation is referred to as the "Roy's RV Annexation."

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended zoning the Roy's RV Annexation consisting of 1.45 acres from County RSF-4 (Residential Single Family - 4) to I-1 (Light Industrial) finding that both the I-1 zone district conforms with the designation of Industrial as shown on the Land Use Map of the Comprehensive Plan and conforms with its designated zone with the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the I-1 (Light Industrial) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning & Development Code for the parcel as designated.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

ROY'S RV ANNEXATION, a parcel of land in the City of Grand Junction, Mesa County, Colorado as described as follows is zoned I-1, Light Industrial:

**PERIMETER BOUNDARY LEGAL DESCRIPTION
EXHIBIT A**

A parcel of land being Reception Number 2938049 located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 24, whence the East Sixteenth Corner of said Section 10 and Section 13 bears S89°59'19"W 1,310.84 feet with all other bearings relative thereto; thence N89°59'19"W a distance of 227.61 feet along the said North line of the Northeast Quarter of the Northeast Quarter of said Section 24; thence S00°10'03"E 30.00 feet to a point on the boundary line of the CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215, said point being the Northeast Corner of said Reception Number 2938049 and being the Point of

Beginning; thence the following two (2) course's 1) S00°10'03"E a distance of 632.34 feet 2) N89°55'41"W a distance of 100.00 feet to a point on the boundary line of said CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215; thence along said boundary line the following two (2) course's 1) N00°10'03"W a distance of 632.24 feet 2) S89°59'19"E a distance 100.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING 63,229 Square Feet or 1.45 Acres, more or less.

INTRODUCED on first reading this 18th day of January, 2023 and ordered published in pamphlet form.

ADOPTED on second reading this _____ day of _____, 2023 and ordered published in pamphlet form.

Anna M. Stout
President of the Council

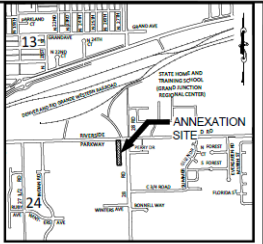
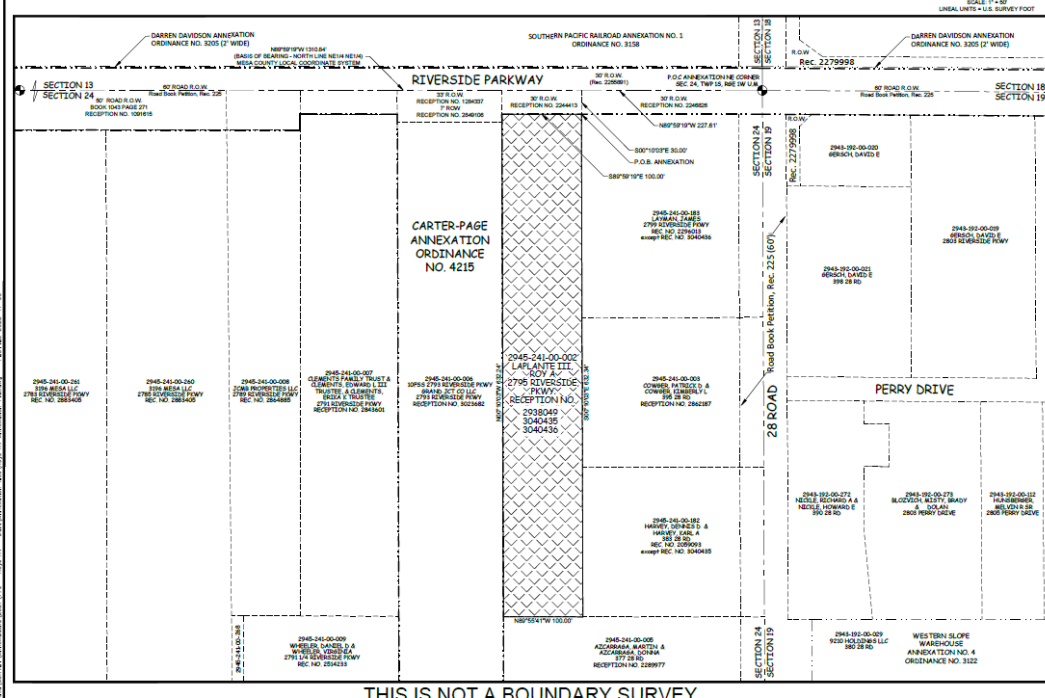
ATTEST:

Amy Phillips
City Clerk

EXHIBIT A

ROY'S RV ANNEXATION

Located in the NE 1/4 NE 14, SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



SITE LOCATION MAP
SCALE: 1" = 80'

LEGAL DESCRIPTION
A Parcel of land being Section Number 2419293 located in the Northern Quarter of the Northern Quarter (NE 1/4 NE 1/4) of Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:
Commencing at the Northern Corner of said Section 24, whence the East S1/4 Corner of said Section 13 bears S89°57'17" W 1.31146 feet with all other bearings relative thereto, thence S89°57'17" W a distance of 272.41 feet along the west side line of the Northern Quarter of the Northern Quarter of said Section 24, thence S07°10'01" E 858 feet to a point on the boundary line of the CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215, a point being the Northern Corner of said Section 24, thence S76°19'21" W 565 feet of bearing, thence the following (to 2) course 1) S89°57'17" W a distance of 822.24 feet to 2) 270°10'00" W a distance of 1200 feet to a corner on the boundary line of the CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215, thence along and thence from the following two Courses: 1) S89°57'17" W a distance of 432.24 feet to 2) S89°57'17" W a distance of 100.00 feet to the Point of Beginning.
Total Parcel of land CONTAINED 33.22 Acres, more or less.

AREAS OF ANNEXATION	LEGEND
ANNEXATION PERMITS: 1,484.28 FT. CONTIGUOUS DIMENSION: 702.28 FT. AREA IN SQUARE FEET: 63,239.77 AREA IN ACRES: 1.46	ANNEXATION AREA (Hatched) EXISTING CITY LIMITS (Dotted)

SURVEY ABBREVIATIONS		SQ FT SQUARE FEET	
P.O.B.	POINT OF COMMENCEMENT	AC	ACRES
P.O.C.	POINT OF CORRECTION	ARC	ARC LENGTH
SEL	SECTION	CL	CHORD LENGTH
TWP	TOWNSHIP	CR	CHORD BEARING
RANGE	RANGE	PL	PLAT BOOK
UTM	UTE MERIDIAN	BL	BLOCK
REC	RECEPTION NUMBER	PL	PLAT
		HL	HORIZONTAL DISTANCE

ORDINANCE NO. PRELIMINARY **EFFECTIVE DATE PRELIMINARY**

RENEE BETH PARENT DATE _____
FOR THE CITY OF GRAND JUNCTION
160 WEST AVENUE - SUITE C
GRAND JUNCTION, CO. 81502

NOTE: (DESCRIPTIONS) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLAT, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDS. THIS PLAN OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

THIS IS NOT A BOUNDARY SURVEY

NOTICE: ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THIRTY (30) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DRAWN BY: _____ DATE: _____
DESIGNED BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____

SCALE: 1" = 80'
LINEAL UNITS - U.S. SURVEY FOOT



PUBLIC WORKS ENGINEERING DIVISION

ROY'S RV ANNEXATION
Located in the NE 1/4 NE 14, SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

**A RESOLUTION ACCEPTING A PETITION
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
MAKING CERTAIN FINDINGS,
AND DETERMINING THAT PROPERTY KNOWN AS THE
ROY'S RV ANNEXATION
LOCATED AT 2795 RIVERSIDE PARKWAY
IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 4th day of January, 2023, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

ROY'S RV ANNEXATION

A parcel of land being Reception Number 2938049 located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 24, whence the East Sixteenth Corner of said Section 10 and Section 13 bears S89°59'19"W 1,310.84 feet with all other bearings relative thereto; thence N89°59'19"W a distance of 227.61 feet along the said North line of the Northeast Quarter of the Northeast Quarter of said Section 24; thence S00°10'03"E 30.00 feet to a point on the boundary line of the CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215, said point being the Northeast Corner of said Reception Number 2938049 and being the Point of Beginning; thence the following two (2) course's 1) S00°10'03"E a distance of 632.34 feet 2) N89°55'41"W a distance of 100.00 feet to a point on the boundary line of said CARTER-PAGE ANNEXATION, ORDINANCE NO. 4215; thence along said boundary line the following two (2) course's 1) N00°10'03"W a distance of 632.24 feet 2) S89°59'19"E a distance 100.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING 63,229 Square Feet or 1.45 Acres, more or less.

WHEREAS, a hearing on the petition was duly held after proper notice on the 15th day of February, 2023; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the

City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED the 15th day of February, 2023.

Attest:

President of the Council

City Clerk

GRAND JUNCTION PLANNING COMMISSION
January 10, 2023, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:33 p.m. by Commissioner Teske.

Those present were Planning Commissioners; Andrew Teske, Ken Scissors, Kimberly Herek, Sandra Weckerly, Shanon Secrest, JB Phillips, and Melanie Duyvejonck.

Also present were Jamie Beard (City Attorney), Felix Landry (Planning Supervisor), Dave Thornton (Principal Planner), Nicole Galehouse (Principal Planner), Scott Peterson (Senior Planner), Dani Acosta (Senior Planner), and Jacob Kaplan (Planning Technician).

There were 28 members of the public in attendance, and 2 virtually.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from December 13, 2022.

2. Eagle Estates Extension Request

SUB-2017-605

Consider a Request by Normal Brothers, LLC to Extend for One-Year until January 11, 2024 the Conditional Administrative Approval to Record the Plat for Eagle Estates, 10 Lots on 5.44 acres in an R-2 (Residential-2 du/ac) zone district.

REGULAR AGENDA

1. Grand Valley Estates Annexation

ANX-2022-478

Consider a request by Grand Junction Venture LLC to zone 17.42 acres from County Residential Single Family – 4 (RSF-4) to R-12 (Residential – 12 du/ac) located at the northeast corner of 31 Road and E ½ Road.

Staff Presentation

Nicole Galehouse, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request. Additionally, she gave a brief history of the public notice activities for this item.

Applicant Ty Johnson was present and available for questions/comments.

Commissioner Secrest made the following motion “I’ll make a motion to approve that the proper notification was provided.”

Commissioner Scissors seconded; motion passed 7-0.

Questions for staff

Commissioner Weckerly asked staff to elaborate on the portion of the presentation pertaining to road improvements.

Commissioner Scissors asked the applicant what the advantages of zoning R-12 are.

Commissioner Teske asked the applicant why they were requesting R-12 instead of the previously requested R-8 zoning.

Public Hearing

The public hearing was opened at 5:00 p.m. on Tuesday, January 3, 2023, via www.GJSpeaks.org.

Carroll Aamold remarked on the downsides of the site for development. Specifically, he noted the potential flooding issues from Lewis Wash, the increased traffic/parking issues, and safety for pedestrians trying to cross on E ½ Road.

Stuart Foster commented that the R-12 zone designation would be incompatible with the existing surrounding land uses. He also spoke about the current safety and traffic issues on E ½ Road that may be exacerbated by development. He mentioned the neighborhoods near Colorado Mesa University and noted the differences in character between those neighborhoods and the one in question.

R. C. Buckley introduced a petition opposing the development and spoke about the lack of notification. He noted that the nearest development that matched the size of the one proposed was 3 miles away. He wondered why the acreage of the parcel was increasing over time and compared the proposed number of units for the site with that of the Eastbrook subdivision.

Rosemary Bonine requested that the property be annexed to R-5. She stated that E ½ Road is currently the 3rd largest route for east-west bound traffic and that it is not currently wide enough for turn lanes, sidewalks, and paths. She said the existing infrastructure and amenities are overwhelmed and wondered if police/fire would be able to keep up with the potential rise in crime. She pointed to “East States Garden Orchards” as reason to change the zoning to R-5.

Rod Hoover commented that 31 Road had been planned to be relocated on the East side of Lewis Wash. He said that he had not heard anything about a roundabout at 31 Road and E ½ Road and expressed that he would like to be better informed in the future. He brought up that the owner of the property across E1/2 Road was waiting to see what the plan was for the property in question, and worried that another large development might follow suit.

Lisa Cothrun requested that the planning commissioners visit Long's Park. She mentioned that there was wildlife inhabiting Lewis Wash and asked that the developer factor that into their plans.

Marc Baker commented that he wasn't particularly concerned about an R-8 zoning but was worried about the impact and R-12 zoning might have. He remarked on the size and location of the public notice sign.

Joe Jones brought up the importance of the quality of life in Grand Junction and the impact this subdivision would have. He also spoke about the existing traffic problems in the area.

Dave Dearborn questioned the noticing distance for properties adjacent to the proposed subdivision. He echoed concerns of car accidents at 31 and E ½ Road due to increased traffic.

Labecca Jones spoke with the Audobahn society on the endangered wildlife in the area. She also expressed concerns about the proximity of the new development to Lewis Wash and the dangers it could pose to children and pets.

Scott Rafferty listed a number of accidents he has seen along 31 Road and at the intersection with E ½ Road. He expressed that he would like to see development of single-family homes instead of apartments.

Miles Cothrun noted that 31 Road is the main thoroughfare for traffic moving from Patterson to E ½ Road. He commented on the noise and crime at Long's Park. He also commented on the views from his property.

The public hearing was closed at 7:10 p.m. on January 10, 2023.

Discussion

Applicant Ty Johnson noted that there are pending improvements to 31 Road and E ½ Road. He also noted that there would be an in-depth site plan review prior to any development. He reiterated that the R-12 zone is more desirable than R-8 given the relaxed lot requirements and the site's proximity to amenities. He noted that there is a housing shortage in Grand Junction, and this development would provide many new units for residents.

Commissioner Weckerly inquired about the "sliver" of the parcel as shown on the staff presentation. She requested confirmation that the 31 Road improvements would occur through development of the adjacent properties. She wondered whether the City or County would be responsible for completion of 31 Road improvements. She reiterated that the R-12 zone does not allow for Single-Family detached homes. She listed the approval criteria and elaborated on the ways in which the development met or did not meet them.

Commissioner Duyvejonck asked about the proposed 31 Road extension. She said she the "efficient and connective transportation" would be worth more consideration if the improvements to 31 Road continued all the way to Patterson. She expressed agreement with the community that the new development would not be compatible with the surrounding area. She noted that the existing infrastructure didn't necessarily support development of this kind.

Commissioner Scissors asked what the West boundary of the property is. He spoke to the abundance of public input about the R-12 zoning and their arguments that it would not be compatible with the existing development. He asked what the specific difference in max building

height was between R-8 and R-12. He expressed agreement with the community that the new development would not be compatible with the surrounding area.

Commissioner Phillips asked if the plan was to build 31 Road on top of Lewis Wash. He mentioned that there are many new drivers on 31 Road and E ½ Road due to the proximity to Central High School. He talked about the high crime rate at Long's Park and the surrounding area. He was skeptical that this development would provide people a reason to take alternative forms of transportation. He wondered if the site did not meet the "efficient and connective transportation" standards as stated in the staff presentation. He brought up safety concerns for children crossing E ½ Road to attend the proposed charter school to the South.

Commissioner Herek inquired as to how the City/County ensured that the proposed 31 Road improvements continued beyond the Northern lot line of the property in question. She echoed Commissioner Weckerly's concerns about accountability between the City and County over 31 Road improvements. She said one of the main reasons she did not support the annex to R-12 was its inability to allow single-family homes.

Commissioner Secrest reiterated some of the concerns stated by the other Commissioners and expressed agreement with the community that the new development would not be compatible with the surrounding area.

Development Engineer Rick Dorris spoke about the current plan for improvements to 31 Road. He stated that improvements to 31 Road would likely occur via the Traffic Impact studies/fees as a result of development.

Commissioner Teske mentioned that many of the issues brought up by the public would be addressed during site plan review. He noted that the 2020 One Grand Junction Plan was drafted with community input and one of the main considerations was combatting the housing shortage.

Assistant City Attorney Jamie Beard responded to Commissioner questions.

Felix Landry explained some of the planning considerations around crime and traffic.

Motion and Vote

Commissioner Scissors made the following motion "Mr. Chairman, on the Zone of Annexation request for the property located at the northeast corner of 31 Road and E ½ Road, City file number ANX-2022-478, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Secrest seconded; motion failed 1-6.

2. Roy's RV Annexation

ANX-2021-770

Consider a request by Roy A. Laplante, III, to zone 1.45 acres from County RSF-R (Residential Single Family Rural - one dwelling per five acres) to City I-1 (Light Industrial) located at 2795 Riverside Parkway.

Staff Presentation

Dani Acosta, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Representative Eric Slivon was present and available for questions.

Questions for staff

Public Hearing

The public hearing was opened at 5:00 p.m. on Tuesday, January 3, 2023, via www.GJSpeaks.org.

The public hearing was closed at 8:06 p.m. on January 10, 2023.

Discussion

Commissioner Teske inquired why the preceding annexation (Grand Valley Estates) met the criteria whereas the current item did not.

Motion and Vote

Commissioner Scissors made the following motion “Mr. Chairman, on the Zone of Annexation for the Roy’s RV Annexation to I-1 (Light Industrial) zone district, file number ANX-2021-770, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

Commissioner Secrest seconded; motion passed 7-0.

3. Casas de Luz Unit 4 Building Height Amendment **PLD-2022-824**

Consider a request by Casas Land Partners LLC, to Amend Ordinance 4482 for the Casa de Luz Planned Development to adjust the maximum building height for only Unit 4 from 24’ to 34’, located at 365 W. Ridges Boulevard.

Staff Presentation

Due to a potential conflict of interest, Commissioner Teske recused himself from deliberating on the item.

Scott Peterson, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Representative Mike Stubbs was present and available for questions.

Questions for staff

Commissioner Weckerly asked where max building elevation is measured from. She also asked for confirmation that the building heights would not be further increased in the future.

Commissioner Scissors reaffirmed that the proposed building height amendment would not increase the overall building height. He inquired as to the topography of the site and the impact of this amendment on the solar efficiency of the sites to the North.

Representative Mike Stubbs elaborated on the request and responded to the commissioner's questions and comments.

Public Hearing

The public hearing was opened at 5:00 p.m. on Tuesday, January 3, 2023, via www.GJSpeaks.org.

Ulrike Magdalenski expressed the challenges that the current Casas de Luz development has brought about and her concern about future building height increases.

Christine Tuthill mentioned the previous covenants restrictions on building heights and viewsheds to maintain aesthetics. She also noted the status of projects under construction in the surrounding area.

Russ Carson requested better methods for indicating to residents what the proposed developments will look like prior to construction.

Kendra Samart spoke about the passive solar heating for the properties to the North of the proposed development and how the new buildings could block sunlight from reaching their homes.

Representative Mike Stubbs remarked that the public comments did not pertain to the amendment in question.

The public hearing was closed at 8:44 p.m. on January 10, 2023.

Discussion

Commissioner Weckerly agreed that the buildings do look larger from the road given the drastic slope of the site. She also agreed that the buildings did have a negative impact on the aesthetic of the area, however the buildings were already approved and to deny the proposed amendment would seem like a punishment to the developer.

Commissioner Secret echoed the comments of Commissioner Weckerly.

Motion and Vote

Commissioner Phillips made the following motion "Mr. Chairman, on the request to Amend Ordinance 4482 for the Casa de Luz Planned Development to adjust the maximum building height for only Unit 4 from 24' to 34', I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Herek seconded; motion passed 6-0.

OTHER BUSINESS

Felix Landry noted that this would be Scott Peterson's last Planning Commission Hearing before his retirement.

ADJOURNMENT

Commissioner Scissors moved to adjourn the meeting.

The vote to adjourn was 7-0.

The meeting adjourned at 8:52 p.m.

DRAFT